

## Table of Contents

Agenda . . . . .	3
Preliminary Estimates. (See Attached)	
Preliminary Estimates. . . . .	8
Agreement for Design Services for Sanitary Sewer and Storm Water Drain Improvements in Turkey Creek 3rd Addition. (District II)	
Agenda Report No. II-4a and Agreement . . . . .	9
Agreement with the Kansas Department of Transportation for Installation of Highway Lighting on I-235 at K-254 and I-135. (Districts I and VI)	
Agenda Report No. II-4b . . . . .	17
Agreement and Resolution . . . . .	18
Change Order No. 1: Completion of the Transit ITS Project.	
Agenda Report No. II-5a . . . . .	27
Change Order #1 . . . . .	28
Acquisition of 3017 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)	
Agenda Report No. II-6a . . . . .	30
Real Estate Purchase Agreement, Tract Map and Aerial Map . . . . .	31
Report of Claims for April 2011.	
Agenda Report No. II-8 . . . . .	35
City of Wichita Employees' Deferred Compensation Trust Great- West Retirement Services Restated Basic Plan Document with Amendment and Proposed Revision to City Code Section 2.30.150.	
Agenda Report No. II-9 . . . . .	36
Basic Document Plan Section 457(b). . . . .	38
Adoption Agreement . . . . .	84
Amendment to City of Wichita Plan Document . . . . .	92
Ordinance No. 49-017. . . . .	93
Ordinance Delineated. . . . .	95
Notice of Intent to Use Debt Financing for Roof Evaluation for Hail Damage.	
Agenda Report No. II-10 . . . . .	97
Resolution No. 11-125 . . . . .	98
Sidewalk Repair and Sidewalk Cleaning Assessment Program.	
02- Agenda Report No. II-11, Property Lists and Ordinance Nos. 49-015 and 49-016. . . . .	100
Child Care Licensing Grant Application.	
Agenda Report No. II-12 . . . . .	135
Child Care Grant Application . . . . .	136
I-235 By-Pass and 13th Street Floodway Crossing. (Districts V and VI)	
Agenda Report No. II-13 and CIP Sheet . . . . .	152

Resolution No. 11-124 . . . . .	154
Grant Funding Application.	
Agenda Report No II-14. . . . .	155
Settlement of Claim.	
Agenda Report II-15. . . . .	156
List of Second Reading Ordinances.	
Agenda Report No. II-16 . . . . .	157
*VAC2011-00008 - Request to vacate a portion of a platted setback; generally located northeast of 119th Street West and Maple Street. (District V)	
Agenda Report No. II-17 . . . . .	158
*VAC2011-00009 - Request to vacate a portion of a sanitary sewer easement dedicated by separate instrument; generally located south of 31st Street South and west of Oliver Avenue. (District III)	
Agenda Report No. II-18 . . . . .	160
*Housing Choice Voucher Family Self-Sufficiency Grant Application.	
Agenda Report No. II-19 . . . . .	162
Grant Application . . . . .	163
*Federal Aviation Administration - Lease No. DTFASW-10-L-00042 - Supplemental Agreement No. 3 - 1761 Airport Road - Wichita Mid-Continent Airport.	
Agenda Report No. II-20 . . . . .	180
Agreement . . . . .	181
*Roof Evaluation for Hail Damage for Wichita Mid-Continent Airport.	
Agenda Report No. II-21 . . . . .	184
Roof Evaluation for Hail Damage - Koontz Agreement . . . . .	185
*INTRUST Bank, NA - Supplemental Agreement No. 1 - Wichita Mid-Continent Airport.	
Agenda Report No. II-22 . . . . .	205
SA 1 - Agreement. . . . .	206
*Signature Technologies, Inc. d/b/a Com-Net Software - Supplemental Agreement No. 1 - Wichita Mid-Continent Airport.	
Agenda Report No. II-23 . . . . .	210
Signature Tech dba Com-Net SA 1 - Agreement . . . . .	211

**FINAL**  
CITY COUNCIL  
  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:30 a.m. May 24, 2011

First Floor Board Room  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Approve the minutes of the regular meeting on May 17, 2011

---

**II. CONSENT AGENDAS (ITEMS 1 THROUGH 23)**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)*

---

**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

None

**IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

\*\*\*Workshop to follow\*\*\*

---

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 23)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated May 23, 2011.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal

Lawrence E Damm

2011

Family Homes Association, Inc.\*

(Consumption on premises)

3202 West 13th North

\*General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Agreements/Contracts:

- a. Agreement for Design Services for Sanitary Sewer and Storm Water Drain Improvements in Turkey Creek 3rd Addition. (District II)  
b. Agreement with the Kansas Department of Transportation for Installation of Highway Lighting on I-235 at K-254 and I-135. (Districts I and VI)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

5. Change Orders:

- a. Change Order No. 1, Completion of the Transit ITS Project.

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

6. Property Acquisition:

- a. Acquisition of 3017 East 13th Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.



7. Minutes of Advisory Boards/Commissions

Wichita Public Library, April 19, 2011  
Joint Investment Committee, April 7, 2011  
Joint Investment Committee, April 29, 2011

RECOMMENDED ACTION: Receive and file.

8. Report of Claims for April 2011.

RECOMMENDED ACTION: Receive and file.

9. City of Wichita Employees' Deferred Compensation Trust Great-West Retirement Services Restated Basic Plan Document with Amendment and Proposed Revision to City Code Section 2.30.150.

RECOMMENDED ACTION: Approve the restated Basic Plan Document and Amendment, Adoption Agreement and the first reading of the Ordinance and authorize the Mayor to sign.

10. Notice of Intent to Use Debt Financing for Roof Evaluation for Hail Damage.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

11. Sidewalk Repair and Sidewalk Cleaning Assessment Program.

RECOMMENDED ACTION: Approve the proposed assessments and place the Ordinances on first reading.

12. Child Care Licensing Grant Application.

RECOMMENDED ACTION: Approve the grant application and authorize the necessary signatures.

13. I-235 By-Pass and 13th Street Floodway Crossing. (Districts V and VI)

RECOMMENDED ACTION: Approve the right-of-way acquisition budget, adopt the amending resolution and authorize the signing of state/federal agreements as required.

14. Grant Funding Application.

RECOMMENDED ACTION: Authorize the Housing and Community Services Department to apply for funding from the AT&T Foundation.

15. Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$40,000 as full settlement of all possible claims arising out of the events which are the subject of the claim.

16. Second Reading Ordinances: (First Read May 17, 2011)  
a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

## **II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

17. \*VAC2011-00008 - Request to vacate a portion of a platted setback; generally located northeast of 119th Street West and Maple Street. (District V)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

18. \*VAC2011-00009 - Request to vacate a portion of a sanitary sewer easement dedicated by separate instrument; generally located south of 31st Street South and west of Oliver Avenue. (District III)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

19. \*Housing Choice Voucher Family Self-Sufficiency Grant Application.

RECOMMENDED ACTION: Approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

## **II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

20. \*Federal Aviation Administration - Lease No. DTFASW-10-L-00042 - Supplemental Agreement No. 3 - 1761 Airport Road - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

21. \*Roof Evaluation for Hail Damage for Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the project budget and contract and authorize the necessary signatures.

22. \*INTRUST Bank, NA - Supplemental Agreement No. 1 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

23. \*Signature Technologies, Inc. d/b/a Com-Net Software - Supplemental Agreement No. 1 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL MAY 24, 2011**

Central, Rock to Webb (Central from Tara to West Parkway) (472-84916/707024/  
636238/210489/770626) See special provisions. (District II) - \$1,270,000.00

City of Wichita  
City Council Meeting  
May 24, 2011

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Design Services for Sanitary Sewer and Storm Water Drain Improvements in Turkey Creek 3<sup>rd</sup> Addition (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

.....

**Recommendation:** Approve the agreement.

**Background:** The City Council approved the sanitary sewer and drainage improvements in Turkey Creek 3<sup>rd</sup> Addition on February 6, 2007.

**Analysis:** The proposed agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of sanitary sewer and drainage improvements in Turkey Creek 3<sup>rd</sup> Addition. Per Administrative Regulation 1.10, staff recommends that Baughman Company, P.A. be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to Baughman Company, P.A. will be on a lump sum basis of \$45,000 and will be paid by special assessments.

**Goal Impact:** This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of sanitary sewer and drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

TURKEY CREEK 3<sup>rd</sup> ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**LATERAL 5, MAIN 6, COWSKIN INTERCEPTOR SEWER** serving Lots 94 through 105, Block A; Lots 44 through 76, Block H; (north of Pawnee, East of 15<sup>th</sup> Street West) (Project No. 468 84288).

**STORM WATER DRAIN NO. 369** to serve Lots 50 through 118, Block A; Lots 18 through 24, Block B; Lots 21 through 27, Block F; Lots 33 through 45, Block F; Lots 1 through 15, Block G; Lots 3 through 13, Block H; Lots 22 through 73, Block H; (north of Pawnee, east of 135<sup>th</sup> Street West) (Project No. 468 84689).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Turkey Creek 3rd Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 84288	<u><b>\$11,800</b></u>
Project No. 468 84689	<u><b>\$33,200</b></u>
TOTAL	<u><b>\$45,000</b></u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  2. Additional design services not covered by the scope of this agreement.
  3. Construction staking, material testing, inspection and administration related to the PROJECT.
  4. A major change in the scope of services for the PROJECT.
- If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:



ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

---

N. Brent Wooten, President

ATTEST:

---

## SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the sewer improvements by June 6, 2011.  
(Project No. 468 84288).
  - b. Plan Development for the storm water improvements by June 6, 2011.  
(Project No. 448 84689).

## **Attachment No. 1 to Exhibit “A” – Scope of Services**

### **Plan Submittal**

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Environmental Services  
1900 E. 9<sup>th</sup> St. North  
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita  
City Council Meeting  
May 24, 2011

**TO:** Mayor and City Council

**SUBJECT:** Agreement with the Kansas Department of Transportation for Installation of Highway Lighting on I-235 at K-254 and I-135 (Districts I & VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the agreement.

**Background:** The Kansas Department of Transportation (KDOT) intends to remove and replace weathering steel high mast poles on I-235 at K-254 and I-135. This section of I-235 is located within the Wichita city limits. The operation and maintenance of I-235 and other federal and state highway connecting links are regulated by a separate agreement between the State and City. An agreement between the City and KDOT has been prepared for this construction project.

**Analysis:** The agreement authorizes the work to be done within the city limits. It contains a provision whereby the City and KDOT shall mutually agree on how traffic will be handled during construction. Traffic along I-235 and access through local streets will be maintained during construction.

**Financial Considerations:** There is no cost to the City associated with this agreement.

**Goal Impact:** This agreement addresses the Efficient Infrastructure goal by providing improved, safer highway connecting links within the City.

**Legal Considerations:** The City/State Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.

PROJECT NO. 235-87 KA-1877-01  
INSTALLATION OF HIGHWAY LIGHTING  
CITY OF WICHITA, KANSAS

## AGREEMENT

**PARTIES:** **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

**The City of Wichita, Kansas,** hereinafter referred to as the "City,"

**Collectively** referred to as the "Parties."

**PURPOSE:** The Secretary has authorized a major modification project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City. The Secretary desires to construct a Highway Lighting Project on I-235 at K-254 and I-135, a city connecting link. The City agrees to the Project in the City. The Secretary and the City desire to enter into an Agreement to make improvements to the state highway through the use of state and federal funds.

**PROJECT:** The Secretary and the City desire to enter into this Agreement for the construction of a Project described as follows:

To remove and replace weathering steel High Mast poles on I-235 at K-254 and I-135.

### EFFECTIVE

**DATE:** The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

## ARTICLE I

### THE SECRETARY AGREES:

1. The Project shall be undertaken and completed by the Secretary except as otherwise modified by this Agreement.

2. In the name of the Secretary, to perform appraisal and acquisition work including condemnation, if necessary, for right of way and easements as shown on the Project plans. All costs

for right of way and easements as shown on the Project plans will be paid for with state funds or federal funds or a combination of state and federal funds.

3. To receive and disburse all funds directly to the Parties involved in acquisition of right of way and easements.

4. To prepare the Project plans, let the contract for the Project and administer the construction of the Project as required by the Federal Highway Administration, to negotiate with and report to the Federal Highway Administration, and administer the payments due the contractor.

5. All construction items included in the Project plans shall be paid for with state funds or federal funds or a combination of state and federal funds.

6. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Secretary will defend, indemnify, hold harmless, and save the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, agents, or subcontractors.

7. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

## ARTICLE II

### THE CITY AGREES:

1. It shall, by resolution, authorize the Secretary to undertake and complete the Project within the corporate limits of the City.

2. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

3. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final design plans, for the purpose of constructing the highway Project. Neither the Secretary nor the Federal Highway Administration shall participate in the cost of these rights of way or easements, unless the Secretary determines the City will incur an unnecessary hardship. The City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. Further, the City acknowledges the execution and transferring of the deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and construction of the Project.

4. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the Project plans for this Project, and it will initiate and proceed with diligence to remove or require the removal of encroachments. It is further agreed all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the rights of way of the Project, and it will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than 12 feet back of the right of way line. All rights of way provided for the Project shall be used solely for public highway purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the rights of way limits except as provided by state laws.

5. To prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways the Secretary may deem necessary to permit free flowing traffic throughout the length of the improvement covered by this Agreement..

6. To maintain the control of access rights and to prohibit the construction or use of any entrance or access points along the Project other than those shown on the Project plans. The City agrees any exceptions therefrom must be approved by the Secretary.

### ARTICLE III

#### THE PARTIES MUTUALLY AGREE:

1. The Secretary shall have authority and be responsible for the maintenance, operation, and reconstruction of the Project at any time. The City agrees the Secretary has responsibility for maintenance, operation, and reconstruction of the Project at any time.

2. The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes and other utilities, publicly or privately owned, which may be necessary to construct the Project in accordance with the final design plans. New or existing utilities to be installed, moved or adjusted will be located or relocated in accordance with the current version of the Kansas Department of Transportation Utility Accommodation Policy (UAP), as amended or supplemented.

If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2000 Census), the utility owners shall be responsible for the expense to remove or adjust all utility facilities on public rights of way as necessary to construct the Project in accordance with the final design plans. The expense of removal or adjustment of utility facilities located on private easements shall be reimbursed to the utility owners by the Secretary. The payment of such expense by the



Secretary shall be by separate utility adjustment agreement between the Secretary and the utility owners.

3. The final design plans for the Project are by reference made a part of this Agreement.

4. They shall determine the manner in which traffic is to be handled during construction. It is therefore agreed between the Parties before Project plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the Project plans. If revisions to the traffic handling plan are proposed during the progress of construction, the City and the Secretary shall approve such revisions before they become effective.

5. They have in the past entered into an agreement covering routine maintenance of the city connecting link, and it is the intention of the Secretary and the City that the agreement for routine maintenance shall remain in full force and effect and the mileage set out thereon shall not be affected by this Agreement.

6. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003 and any amendments thereto are incorporated by reference.

7. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

8. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9. The provisions found in the Kansas Department of Transportation's Civil Rights Special Attachment No. 1, attached hereto are hereby incorporated into this Agreement by reference and made a part hereof.

10. The provisions found in Contractual Provisions Attachment Form DA-146a, which is attached hereto and executed by the Parties in this Agreement are hereby incorporated into this Agreement by reference and made a part hereof.

**(The signature page immediately follows this paragraph.)**

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF WICHITA, KANSAS

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

Kansas Department of Transportation  
Debra L. Miller, Secretary of Transportation

(SEAL)

APPROVAL AS TO FORM

  
\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BY: \_\_\_\_\_

Jerome T. Younger, P.E.  
Deputy Secretary for Engineering and  
State Transportation Engineer

**A RESOLUTION RELATING TO BENEFITS  
OBTAINABLE BY CITIES UNDER THE  
FEDERAL AND STATE AID PROGRAM**

**Be it resolved by the Governing Body of the City of Wichita:**

That the Mayor and City Clerk are authorized and directed to execute for and on behalf of the City of Wichita, Kansas, Agreement No. 114-11, between the City and the Kansas Department of Transportation, giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain for the City such benefits as are obtainable under the Kansas Department of Transportation's Federal-Aid HSIP Safety Program, and obtain the benefits of such legislation for the City on the terms and conditions set forth in such agreement as may be prepared and approved by the Secretary of Transportation for the installation of highway lighting on I-235 at K-254 and I-135 in Wichita.

Passed by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Approved) (Signed) \_\_\_\_\_, Mayor

(SEAL)

**ATTEST:** \_\_\_\_\_  
City Clerk

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "consultant" appears in the following "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with Regulations: The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation.
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.
- 9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

## CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

City of Wichita  
City Council Meeting  
May 24, 2011

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 1, Completion of the Transit ITS Project (All Districts)

**INITIATED BY:** Wichita Transit

**AGENDA:** Consent

---

**Recommendation:** Approve the Change Order.

**Background:** On September 15, 2009, the City Council approved a contract with Avail Technologies to design and implement an Intelligent Transportation System. During the process, a list of additions and credits from the original contract were negotiated and agreed to by the City of Wichita. The first three items of additional work were part of the original Request for Proposal (RFP) but not accepted in the original contract. The fourth was deemed necessary for the camera and alarm systems to work together, and the fifth addition is warranty for all additional items.

**Analysis:** Items that were added to the project include: 1) Interactive Voice Response (IVR) System, 2) Commandpoint licenses and laptop configuration, 3) web services, 4) interfacing of camera switch and alarm system switch, and 5) warranty for the additional items. Items that were credited to the project include: 1) interfacing powertrain onboard computer, 2) sounds cards and speaker buttons for Dynamic Message Signs (DMS) and, 3) one DMS.

**Financial Consideration:** The cost of the additional work, less the credits, is \$158,415 above the original contract amount of \$2,418,571. Grant funds to pay for the additional costs have been secured through the Federal Transit Administration. A local share match of \$31,683 (20%) is required. The change order represents 6.5% of the original contract amount.

**Goal Impact:** The ITS project will support Wichita Transit's role in providing for Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

**Legal Consideration:** The Law Department has approved the Change Order as to form.

**Recommendation/Actions:** Staff recommends the City Council approve the change order and authorize the necessary signatures.

**Attachments:** Change Order.



**To:** Avail Technologies  
2026 Sandy Drive  
State College, PA 16083

**Project:** Intelligent Transportation System

**Change Order No.:** 1

**Project No.:** 991605, 615001, 716001

**Purchase Order No.:** PO931176

**OCA No.:** 991605, 629522, 716201

**CHARGE TO OCA No.:** 991605, 629522, 716201 **PPN:**

**Please perform the following extra work at a cost not to exceed \$173,160**

**Additional Work:**

1. Request for Change (RFC) #1 Interactive Voice Response (IVR) System
2. RFC #2 Commandpoint Licenses; Laptop Configuration & Training
3. RFC #3 Web Services
4. RFC #4 Interfacing Verint Camera Switch with Emergency Alarm Switch
5. RFC #5 Warranty for additional items
6. Deletion of Interfacing Powertrain Onboard Computer
7. Deletion of sound cards and speaker buttons for dynamic message signs
8. Deletion of one dynamic message sign

**Reason for Additional Work:**

1. The IVR system was part of the original RFP but not accepted in the original contract. Wichita Transit is restoring the IVR component to increase efficiency to the customer service aspect of the Intelligent Transportation System.
2. The Commandpoint Licenses and laptop configurations were part of the original RFP but not accepted in the original contract. Wichita Transit is restoring the component to the contract to increase efficiency to the operating aspect of the Intelligent Transportation System.
3. Web Services were part of the original RFP but not accepted in the original contract. Wichita Transit is restoring the web services component to the contract in order increase website efficiency.
4. Switch interfacing was identified during the requirements review portion of the project as an efficiency upgrade which will eliminate duplication of services.
5. Warranty is needed to cover items added to the contract.
6. Interfacing Powertrain Onboard Computers was determined unnecessary to the success of the overall project.
7. Sound Cards and Speaker Buttons were determined unnecessary for the dynamic message signs due to customer service clerks being available to assist with audio information.
8. One dynamic message sign is being deleted from the project and will be added to a more comprehensive project involving installation of dynamic message signs.



<b>Item</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
Interactive Voice Response	Negot'd	1	\$191,922	\$191,922
Commandpoint Licenses	Negot'd	2	\$3,640	\$7,280
Web Services	Negot'd	1	\$27,557	\$27,557
Switch Interfacing	Negot'd	77	\$78	\$6,414
Warranty	Negot'd	1	\$9,624	\$9,624
Interface Powertrain Comp.	Negot'd	1	(\$61,262)	(\$61,262)
Sound Cards/ Speaker Bttns.	Negot'd	5	(\$1,675)	(\$8,375)
Dynamic Message Sign	Negot'd	1	(\$14,745)	(\$14,745)

**CIP Budget Amount: \$2,479,000**

**Original Contract Amt.: \$2,418,571**

**Consultant: Avail Technologies**  
**Exp. & Encum. To Date: \$2,305,320.12**

**Current CO Amt.: \$158,415**  
**Amt. of Previous CO's: \$0**  
**Total of All CO's: \$158,415**  
**% of Orig. Contract / 25% Max.: %6.5**  
**Adjusted Contract Amt.: \$158,415**

**CO Amount: \$158,415**  
**Unencum. Bal. After CO: \$271,665.88**

**Recommended By:**

**Approved:**

\_\_\_\_\_  
Dennis McHugh  
ITS Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Vinson  
Wichita Transit Director

\_\_\_\_\_  
Date

**Approved:**

**Approved:**

\_\_\_\_\_  
Mike Lynn  
Avail Technologies

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Mayta  
Director of IT/IS

\_\_\_\_\_  
Date

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carl Brewer  
Mayor

\_\_\_\_\_  
Date

**Attest:** \_\_\_\_\_  
City Clerk

**CITY OF WICHITA**  
**City Council Meeting**  
May 24, 2011

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of 3017 East 13<sup>th</sup> Street North for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On November 6, 2007, the City Council approved the design concept and proposed project to widen East 13<sup>th</sup> Street North between Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 3017 East 13<sup>th</sup> Street North is improvement with a single-family residence. The house consists of 1,213 square foot and is impacted by the proposed road project. The improvements will be razed to make room for the roadway improvements and the remnant land will be maintained as green space.

**Analysis:** The owner rejected the appraised offer of \$31,000 and countered at \$50,000 as compensation for both the house and loss of income received as a rental property. Through the negotiation process, the owner obtained a second appraisal of the subject property. The second appraisal placed a value of \$34,500 on the subject property. The City agreed to accept the appraised value of the second appraisal and after negotiation, the owner agreed to accept \$37,200, or \$34,500 for the improvements and \$2,700 as damages for loss rent. The tenant had relocated from the property while still in a lease with the owner. \$2,700 equates to the four month's rent the owner did not receive as a result of the early relocation.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$47,200 is requested. This includes \$37,200 for the acquisition, \$9,000 for demolition and \$1,000 for title work and other administrative fees.

**Goal Impact:** The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

**Legal Considerations:** The Law Department has approved the agreement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) Approve the agreement; 2) Authorize the necessary signatures and; 3) Approve the budget.

**Attachments:** Real estate purchase agreement, tract map and aerial map.

PROJECT: 13<sup>th</sup> North Street Improvement Project DATE: April 12, 2011

COUNTY: Sedgwick TRACT NO.: 56

THE CITY OF WICHITA, KANSAS

**CONTRACT FOR CONVEYANCE**  
**OF REAL ESTATE BY WARRANTY DEED**

THIS AGREEMENT Made and entered into this 12<sup>th</sup> day of April, 2011, by and between

Major Murry and Norma Murry, husband and wife

1451 North Yale Blvd., Wichita, KS 67208

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

**WITNESSETH**, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:

6,750 (Sq. Ft.) \$ 37,200.00

Temporary Easement for construction:

N/A (Sq. Ft.) \$ N/A

Improvement & Buildings acquired with right of way:

Residence and Detached Garage

**TOTAL:** \$ 37,200.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out. It is understood and agreed that the above stated consideration for said real estate is contingent upon approval by the Wichita City Council.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: Major Murry  
Major Murry

By: Norma Murry  
Norma Murry

THE CITY OF WICHITA

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

## MEMORANDA

Exact and full name of owner, as name appears of record:

Norma Murry

If mortgage or other liens, show names of holders:

City of Wichita, Department of Housing and Economic Development

## REMARKS:

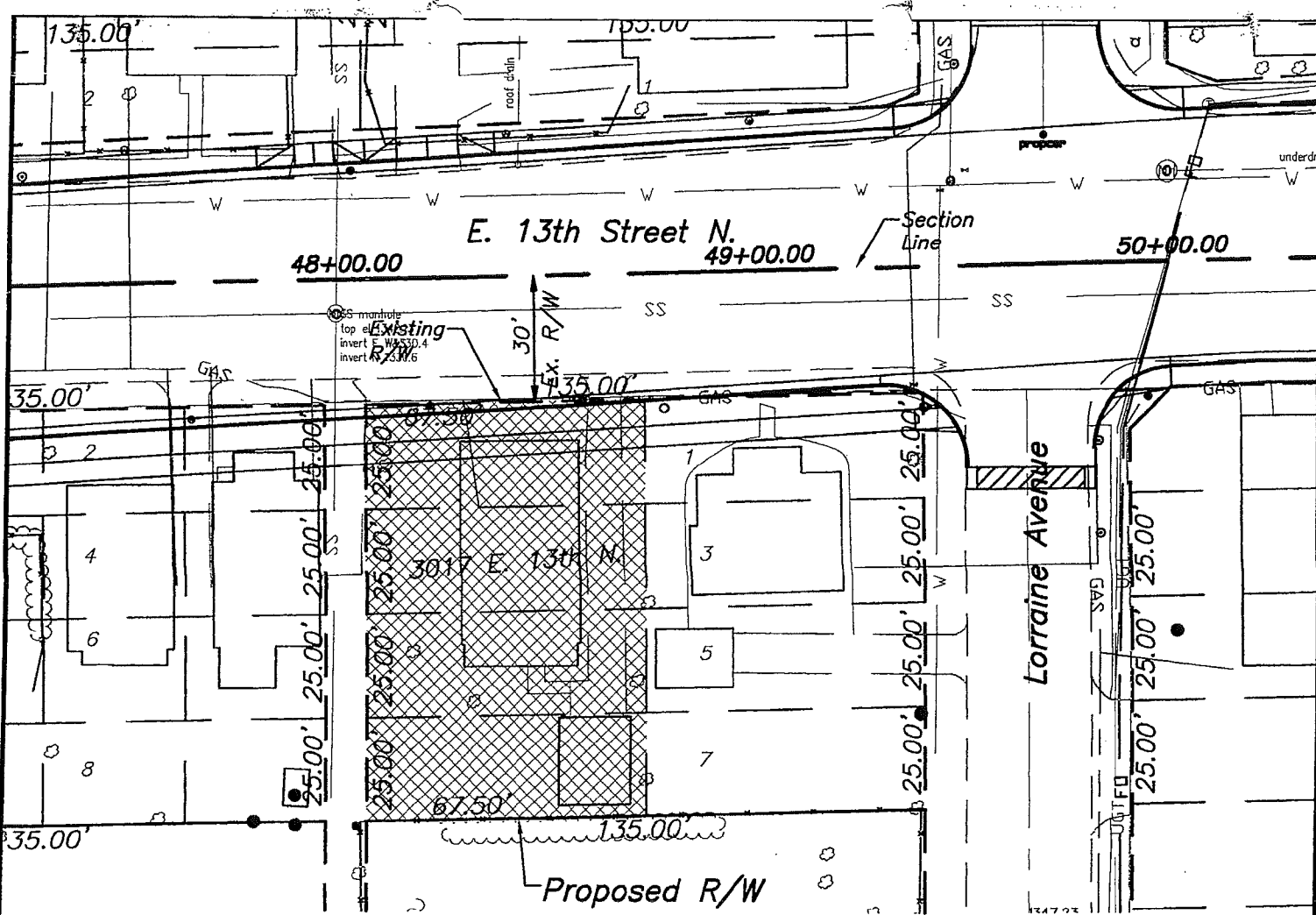
PIN/APN 125150110200200  
Security Title File Number 1090468

APPROVED TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Joe Vorstenbosch  
Joe Vorstenbosch, Project Manager



**PROPOSED R/W ACQ. LEGAL:**

Parts of Lots 1, 3, 5, & 7, on Lorraine Avenue in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows.

All of the West half of Lots 1, 3, 5, & 7, on Lorraine Avenue in Fairmount Park Addition.

TAX KEY #: C03031

R/W ACQUISITION SIZE: 6,750 sq. ft.



PROPOSED R/W ACQUISITION

13th STREET  
HYDRAULIC AVENUE TO OLIVER  
**TRACT MAP**

NORMA MURRY  
SEP 15 1977 D15



SCALE: 1" = 40'

Tract No 56

# 3017 East 13th Street North



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



---

**DEPARTMENT OF LAW  
INTEROFFICE MEMORANDUM**

---

**TO:** Karen Sublett, City Clerk  
**FROM:** Gary E. Rebenstorf, Director of Law  
**SUBJECT:** Report on Claims for April 2011  
**DATE:** May 6, 2011

---

The following claims were approved by the Law Department during the month of April, 2011.

Boerger, Duane	\$ 402.93***
Cox Communications	\$2,745.03**
Cox Communications	\$ 372.61**
Dyson, Wilma	\$ 402.38
Jacobs, Terry	\$ 818.07
Moody, Linda	\$ 125.00
Reitan, Brock	\$ 158.39
Weber, John	\$ 988.20**

\*City Manager Approval

\*\* Settled for lesser amount than claimed

\*\*\*Settled for more than amount claimed

cc: Robert Layton, City Manager  
Kelly Carpenter, Director of Finance

**City of Wichita  
City Council Meeting  
May 24, 2011**

**TO:** Mayor and City Council

**SUBJECT:** City of Wichita Employees' Deferred Compensation Trust  
Great-West Retirement Services Restated Basic Plan Document with  
Amendment and Proposed Revision to City Code Section 2.30.150

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

---

**Recommendations:** Approve the Adoption Agreement and the Amendment to the Basic Plan Document.

**Background:** Recent changes to certain provisions of the Pension Protection Act of 2006, finalized Treasury Regulation §1.457-4, the Heroes Earnings Assistance and Relief Tax Act of 2008, and the Worker, Retiree, and Employer Recovery Act of 2008 have resulted in required changes to the City's Deferred Compensation Plan Document. Great-West, the System's record keeper, has restated their Basic Plan Document to incorporate these required changes. In addition, the Law Department required three changes to this Basic Plan Document, which have been incorporated via an Amendment. The most recent Plan Document was adopted by the City Council on December 13, 2005.

**Analysis:** The Deferred Compensation Board is aware of the required changes to the current Great-West restated Basic Plan Document. A new Adoption Agreement is also necessary to enable the Plan's third party administrator, Great-West Retirement Services, to utilize the restated and amended Plan Document.

The Basic Plan Document reflects administrative changes that are required to be incorporated into all governmental deferred compensation plan documents by December 31, 2011. The Amendment to the Basic Plan Document incorporates changes requested by the City's Law Department to be in compliance with City Ordinances and practices.

Additionally, Section 2.30.150 of the City Code has been amended to incorporate a reference to the Plan's loan provisions, which were added with the most recent Great-West record keeping contract.

**Financial Considerations:** All costs associated with the administration of the program are borne by the participants of the program.

**Goal Impact:** The City of Wichita, by offering this supplemental retirement savings program, impacts the Internal Perspective goal by increasing employee motivation and satisfaction.

**Legal Considerations:** The Law Department has approved the proposed Ordinance revisions, Adoption Agreement and Amendment as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the restated Basic Plan Document and Amendment, Adoption Agreement and the first reading of the Ordinance and authorize the Mayor to sign.



**Attachments:** Great-West Retirement Services Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers Basic Plan Document.  
Great-West Retirement Services Adoption Agreement.  
Amendment to the City of Wichita Employees Deferred Compensation Plan.  
Delineated Ordinance amending Section 2.30.150 of the City Code and repealing the original of said section.

GREAT-WEST RETIREMENT SERVICES®

SECTION 457(b)

ELIGIBLE DEFERRED COMPENSATION PLAN

FOR GOVERNMENTAL EMPLOYERS

BASIC PLAN DOCUMENT

INTRODUCTION TO GREAT-WEST  
SECTION 457(b) ELIGIBLE DEFERRED COMPENSATION PLAN  
FOR GOVERNMENTAL EMPLOYERS

The attached sample Basic Plan Document may be used together with the related Adoption Agreement by eligible governmental employers and their counsel as a model in preparing a deferred compensation plan document intended to satisfy § 457(b) of the Internal Revenue Code of 1986, as amended. In general, under a § 457(b) plan, which is also referred to as an “eligible deferred compensation plan,” a participant may defer amounts of compensation (and income earned on those deferrals) and avoid federal income taxation until those amounts are paid to the participant.

The following types of governmental entities may establish eligible § 457(b) plans:

1. The 50 states of the United States and the District of Columbia;
2. A political subdivision of a state (for example, a county or municipality); and
3. Any agency or instrumentality of a state or a political subdivision of a state.

This sample Basic Plan Document contains provisions that may be included in an eligible governmental deferred compensation plan. No local, state or federal government has passed on the legal sufficiency (including the conformity with § 457) of this sample Basic Plan Document. It was prepared for your convenience and is not intended to provide you with legal or accounting advice, nor should it be implemented without regard to your particular needs or any applicable laws of your state or local jurisdiction. Great-West Retirement Services, a unit of Great-West Life & Annuity Insurance Company, nor any of its affiliated companies, (collectively referred to herein as “Great-West”) assumes any liability to any person or entity with respect to the adequacy of this document for any purpose, or with respect to any tax, accounting or legal ramifications arising from its use. You and your counsel should review and, where appropriate, modify the provisions to meet your particular needs and applicable local laws. Alterations to the Adoption Agreement are permissible, but any such alteration that requires a Plan amendment must be set forth in a separate amendment attached to the front of the plan document.

Great-West is not a party to any plan which you may adopt, and Great-West has no responsibility, accountability, or liability to you, any employer, any participant or any beneficiary with regard to the operation or adequacy of this sample plan document, any § 457(b) plan prepared from this sample Basic Plan Document or any future amendments made to this sample Basic Plan Document including amendments to satisfy any changes in applicable law. You should consult with your legal counsel prior to adopting any plan document.

# TABLE OF CONTENTS

## SECTION 457(b) ELIGIBLE DEFERRED COMPENSATION PLAN

Page

Introduction.....	i
SECTION 457(b) ELIGIBLE DEFERRED COMPENSATION PLAN	
INTRODUCTION .....	1
I. DEFINITIONS .....	1
1.01 "Account Balance.".....	1
1.02 "Administrator.".....	1
1.03 "Adoption Agreement." .....	1
1.04 "Alternate Payee.".....	1
1.05 "Annual Deferral." .....	1
1.06 "Beneficiary." .....	2
1.07 "Code.".....	2
1.08 "Compensation." .....	2
1.09 "Custodian." .....	2
1.10 "Employee.".....	2
1.11 "Employer." .....	2
1.12 "Includible Compensation.".....	3
1.13 "Nonelective Employer Contribution." .....	3
1.14 "Normal Retirement Age." .....	3
1.15 "Participant.".....	3
1.16 "Participation Agreement." .....	3
1.17 "Plan." .....	4
1.18 "Plan Year." .....	4
1.19 "Qualified Military Service.".....	4
1.20 "Severance from Employment." .....	4
1.21 "Trust or Custodial Agreement." .....	4
1.22 "Trust Fund." .....	4
1.23 "Trustee." .....	4
1.24 "Valuation Date.".....	4
II. PARTICIPATION AND CONTRIBUTIONS.....	5
2.01 Eligibility. ....	5
2.02 Election Required for Participation. ....	5
2.03 Nonelective Employer Contributions. ....	6
2.04 Commencement of Participation.....	6
2.05 Information Provided by the Participant.....	7
2.06 Contributions Made Promptly.....	7
2.07 Amendment of Annual Deferrals Election. ....	8
2.08 Leave of Absence.....	8
2.09 Disability.....	8
2.10 Revocation of Deferrals. ....	8
2.11 Re-Enrollment.....	8

## TABLE OF CONTENTS (Continued)

### SECTION 457 ELIGIBLE DEFERRED COMPENSATION PLAN

	<u>Page</u>
III. LIMITATIONS ON AMOUNTS DEFERRED.....	8
3.01 Basic Annual Limitation Effective for Calendar Years On and After January 1, 2002. ....	8
3.02 Age 50 Catch-up Annual Deferral Contributions. ....	9
3.03 Special § 457 Catch-up Limitations for Calendar Years Beginning On and After January 1, 2002. ....	9
3.04 Coordination of Age 50 Catch-up with Special § 457 Catch-up. ....	10
3.05 Special Rules.....	10
3.06 Correction of Excess Deferrals. ....	11
3.07 Protection of Persons Who Serve in a Uniformed Service. ....	11
IV. LOANS.....	11
4.01 Maximum Loan Amount.....	11
4.02 Loan Provisions. ....	12
4.03 Security for Loan; Default. ....	12
4.04 Repayment. ....	13
V. BENEFIT DISTRIBUTIONS.....	14
5.01 Distributions from the Trust.....	14
5.02 Conditions for Distributions. ....	14
5.03 Severance from Employment for Any Reason, Including Retirement. ....	14
5.04 In-Service Distributions. ....	15
5.05 Unforeseeable Emergency Distributions. ....	16
5.06 Death Benefit Distributions. ....	18
5.07 Payment Options.....	22
5.08 Default Distribution Option. ....	23
5.09 Limitations on Distribution Options. ....	23
5.10 Eligible Rollover Distributions.....	23
5.11 Elections.....	24
5.12 Practices and Procedures.....	24
5.13 Taxation of Distributions. ....	24
5.14 Required Minimum Distribution Waiver of 2009. ....	24
VI. ROLLOVERS AND TRANSFERS.....	25
6.01 Eligible Rollover Contributions to the Plan.....	25
6.02 Plan-to-Plan Transfers to the Plan. ....	26
6.03 Plan-to-Plan Transfers from the Plan.....	26
6.04 Permissive Service Credit Transfers.....	27
VII. CREATION OF TRUST AND TRUST FUND.....	27
7.01 Trust Fund.....	27
7.02 Establishment of Trust. ....	28
7.03 Appointment and Termination of Trustee.....	28
7.04 Acceptance.....	29
7.05 Control of Plan Assets. ....	29
7.06 General Duties of the Trustee. ....	29
7.07 Investment Powers of the Trustee.....	30
7.08 Trustee Fees and Expenses. ....	31

## TABLE OF CONTENTS (Continued)

### SECTION 457 ELIGIBLE DEFERRED COMPENSATION PLAN

	<u>Page</u>
7.09 Exclusive Benefit Rules.....	31
7.10 Trustee Actions.....	31
7.11 Delegation.....	31
7.12 Division of Duties and Indemnification.....	31
XII. VIII. INVESTMENTS.....	32
8.01 Investment Options.....	32
8.02 Participant Investment Direction.....	33
8.03 Employer Investment Direction.....	33
8.04 Participant Accounts.....	34
IX. ADMINISTRATION.....	34
9.01 Administrator.....	34
9.02 Appointment and Termination of Administrator.....	34
9.03 Duties of Administrator.....	35
9.04 Administrative Fees and Expenses.....	35
9.05 Actions of Administrator.....	36
9.06 Delegation.....	36
9.07 Investment and Service Providers.....	36
X. LEAVE OF ABSENCE.....	36
10.01 Paid Leave of Absence.....	36
10.02 Unpaid Leave of Absence.....	36
XI. AMENDMENT OR TERMINATION OF PLAN.....	36
11.01 Termination.....	36
11.02 Amendment.....	37
11.03 Copies of Amendments.....	37
XII. TAX TREATMENT OF AMOUNTS CONTRIBUTED.....	37
XIII. NON-ASSIGNABILITY.....	37
13.01 Non-Assignability.....	37
13.02 Qualified Domestic Relations Orders.....	38
13.03 IRS Levy.....	39
13.04 Mistaken Contributions.....	39
13.05 Payments to Minors and Incompetents.....	39
13.06 Procedure When Distributee Cannot Be Located.....	40
XIV. DISCLAIMER.....	40
XV. EMPLOYER PARTICIPATION.....	40
XVI. INTERPRETATION.....	41
16.01 Governing Law.....	41
16.02 Internal Revenue Code § 457.....	41
16.03 Word Usage.....	41
16.04 Headings.....	41
16.05 Entire Agreement.....	41

## SECTION 457(b) ELIGIBLE DEFERRED COMPENSATION PLAN

### INTRODUCTION

In accordance with the provisions of § 457 of the Internal Revenue Code of 1986, as amended, the Employer named in the Adoption Agreement hereby establishes this § 457(b) Eligible Deferred Compensation Plan, hereinafter referred to as the "Plan." Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and Employer, and nothing contained herein shall be deemed to give a Participant any right to be retained in the employ of Employer.

### I. DEFINITIONS

- 1.01 "Account Balance." The bookkeeping account maintained with respect to each Participant which reflects the value of the deferred Compensation credited to the Participant, including the Participant's Annual Deferrals, the earnings or loss of the Fund (net of Fund expenses) allocable to the Participant, any transfers for the Participant's benefit and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then each Beneficiary's share of the Account Balance shall be treated as a separate account for each Beneficiary. The Account Balance includes any account established under Article VI for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an Alternate Payee (as defined in Code § 414(p)(8)).
- 1.02 "Administrator." Administrator means the person, persons or entity appointed by the Employer to administer the Plan as set forth in the Adoption Agreement. Administrator shall not include the recordkeeper or any company which issues policies, contracts or investment media to the Plan in respect of a Participant.
- 1.03 "Adoption Agreement." Adoption Agreement means the agreement which, together with this sample Basic Plan Document, constitutes the Plan.
- 1.04 "Alternate Payee." Alternate Payee means the spouse, former spouse, child or other dependent of a Participant who has acquired an interest in the Participant's account pursuant to a Qualified Domestic Relations Order (QDRO) pursuant to Section 15.02. Alternate Payees shall be treated as Beneficiaries for all purposes under the Plan except that Alternate Payees shall be allowed to request a distribution of all or a portion of their account balance at any time, subject to the terms of the QDRO.
- 1.05 "Annual Deferral." The amount of Compensation deferred in any taxable year. Any Voluntary Employee Contribution to a deemed IRA under Article IX or X shall not be considered an annual deferral.

- 1.06 “Beneficiary.” The designated person (or, if none, the Participant’s surviving spouse, if any, and then the Participant’s estate) who is entitled to receive benefits under the Plan after the death of a Participant.
- 1.07 “Code.” The sections of the Internal Revenue Code of 1986, as now in effect or as hereafter amended or recodified. References herein to specific section numbers of the Code shall be deemed to include Treasury regulations and Internal Revenue Service guidance thereunder as in effect now, as amended or recodified in corresponding provisions of any future United States internal revenue law.
- 1.08 “Compensation.” All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee’s gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee’s gross income for the calendar year but for a compensation reduction election under Code §§ 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Article III). To the extent permitted by Treasury regulations or other similar guidance (including, without limitation, the requirements contained in Treasury Regulations §§ 1.457-4(d)(1) and 1.415-2(e)(3)(i)), accrued bona fide sick, vacation or other leave pay so long as the Participant would have been able to use the leave if employment had continued and it is paid within the longer of two and one-half (2 ½) months after the Participant’s severance from employment or the end of the calendar year in which the Participant severs employment with the Employer.

For Plan Years after December 31, 2008, to the extent permitted by the applicable Code provisions and Treasury regulations, Compensation shall include pay received by a Participant from the Employer while performing Qualified Military Service but only to the extent the pay does not exceed the amounts the Participant would have received if the Participant had continued to perform services for the employer rather than entering Qualified Military Service.

- 1.09 “Custodian.” The bank, trust company or other person, if any, selected by the Employer in the Adoption Agreement and who is authorized to hold Plan assets in a custodial account in accordance with regulations issued by the Secretary of the Treasury pursuant to Code § 401(f).
- 1.10 “Employee.” Each natural person (individual) who is employed by the Employer, either as a common law employee or an independent contractor, including elected or appointed individuals, as selected in the Adoption Agreement. Any employee who is included in a unit of employees covered by a collective bargaining agreement that does not specifically provide for participation in the Plan shall be excluded.
- 1.11 “Employer.” The eligible governmental entity sponsoring the Plan as named in the Adoption Agreement.



- 1.12 “Includible Compensation.” An employee’s actual wages in Box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under Code § 401(a)(17)) and increased (up to the applicable limit contained in Code § 401(a)(17)) by any compensation reduction election under Code §§ 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer Compensation under Article III).
- 1.13 “Nonelective Employer Contribution.” Nonelective Employer Contribution is a contribution made by an Employer for the Participant with respect to which the Participant does not have the choice to receive the contribution in cash or property. Such term may also include an employer matching contribution.
- 1.14 “Normal Retirement Age.” Normal Retirement Age means age 70½, unless the Participant has elected an alternate Normal Retirement Age and delivered such election to the Administrator prior to beginning Special § 457 Catch-up contributions as described in Section 3.03 of the Plan. Once a Participant has begun making Special § 457 Catch-up contributions, his Normal Retirement Age may not be changed.

For Participants eligible to receive benefits under the Employer’s basic defined benefit pension plan or a money purchase pension plan (herein collectively referred to as “pension plan”), a Participant’s alternate Normal Retirement Age may not be earlier than the earliest date the Participant has the right to retire and receive immediate retirement benefits under such pension plan, without actuarial or similar reduction because of retirement before some later specified age, and the date selected may not be later than age 70 ½.

If the Participant is not eligible to receive benefits under a basic defined benefit pension plan or money purchase pension plan, the Participant’s alternate Normal Retirement Age may not be earlier than age 65 nor later than age 70 ½.

A special rule shall apply to qualified police or firefighters under the Plan, if any. Any qualified police or firefighter, as defined under Code § 415(b)(2)(H)(ii)(I), who is participating in the Plan may choose a Normal Retirement Age that is not earlier than age 40 nor later than age 70 ½.

- 1.15 “Participant.” An individual who is currently deferring Compensation, or who has previously deferred Compensation under the Plan by salary reduction or received a Nonelective Employer Contribution and who has not received a distribution of his or her entire benefit under the Plan. Except for purposes of Articles II, IV, IX, X and XII, the term “Participant” shall include a former Participant. The Administrator, if he or she is otherwise eligible, may participate in the Plan.
- 1.16 “Participation Agreement.” The agreement entered into and filed by an Employee with the Employer pursuant to Article II, in which the Employee elects to become a Plan Participant.

- 1.17 “Plan.” The Plan named in the Adoption Agreement and consisting of the Adoption Agreement and this Sample Basic Plan Document.
- 1.18 “Plan Year.” The calendar year.
- 1.19 “Qualified Military Service.” Any service in the uniformed service (as defined in Chapter 43 of Title 38 of the United States Code as in effect as of December 12, 1994) by any individual if such individual is entitled to reemployment rights under such Chapter with respect to such service.
- 1.20 “Severance from Employment.” The date the Employee dies, retires, or otherwise has a severance from employment with the Employer, as determined by the Administrator (and taking into account guidance issued under the Code). An Employee whose employment is interrupted by Qualified Military Service under Code § 414(u) shall be deemed severed from employment until such time as he or she is reemployed following the term of duty. Effective for Plan Years after December 31, 2008, if a Participant called to Qualified Military Service receives a distribution from the Plan due to severance, the Participant’s deferrals to the Plan shall be suspended for six-months following the date of the distribution. All other Participants shall be deemed to have severed his employment with the Employer for purposes of this Plan when both parties consider the employment relationship to have terminated and neither party anticipates any future employment of the Participant by the Employer.
- In the case of a Participant who is an independent contractor, Severance from Employment shall be deemed to have occurred when the Participant’s contract for services has completely expired and terminated, there is no foreseeable possibility that the Employer shall renew the contract or enter into a new contract for services to be performed by the Participant, and it is not anticipated that the Participant shall become an Employee of the Employer.
- 1.21 “Trust or Custodial Agreement.” The written agreement (or declaration) made by and between the Employer and the Trustee under which the Trust Fund is maintained. Custodial accounts and annuity contracts described in Code § 401(f) may be treated as trusts under the rules described in Treasury Regulation § 1.457-8(a)(3).
- 1.22 “Trust Fund.” The trust fund created under and subject to the Trust Agreement or Custodial Agreement, as selected in the Adoption Agreement.
- 1.23 “Trustee.” The Trustee duly appointed and currently serving under the Trust Agreement if selected in the Adoption Agreement.
- 1.24 “Valuation Date.” Each business day.

## II. PARTICIPATION AND CONTRIBUTIONS

- 2.01 Eligibility. Individuals performing services for the Employer, as selected in the Adoption Agreement, shall be eligible to participate in the Plan upon becoming employed by the Employer unless specifically restricted in the Adoption Agreement.
- 2.02 Election Required for Participation. An Employee may elect to become a Participant by executing a Participation Agreement to defer a portion of his or her Compensation (and have that amount contributed as an Annual Deferral on his or her behalf) and filing it in good order with the Administrator. In entering into the Participation Agreement, the Participant elects to participate in this Plan and consents to the deferral by the Employer of the amount specified in the Participation Agreement from the Participant's gross compensation for each payroll period and agrees to be bound by all the terms and conditions of the Plan. Such deferral shall continue in effect until modified, disallowed or revoked in accordance with the terms of this Plan or until the Participant ceases employment with the Employer.

Any prior Employee who was a Participant in the Plan and is rehired by Employer may resume participation in the Plan by entering into a Participation Agreement so long as any distributions being taken from this Plan are terminated prior to the resumption of deferrals under the Plan.

The Employer retains the right to establish minimum deferral amounts per payroll period, and to change such minimums from time to time and to limit the number and/or timing of enrollments into the Plan in the Participation Agreement. No adjustment in future deferrals shall be made if a periodic deferral is missed or is less than the amount elected. The Employer or Administrator shall have the right to modify or disallow the periodic deferral of Compensation elected by the Participant:

- (a) in excess of the limitations stated in Article III;
- (b) in excess of the Participant's net Compensation for any payroll period;
- (c) upon any change in the length of the payroll period utilized by Employer. In such case the periodic deferral shall be adjusted so that approximately the same percentage of pay shall be deferred on an annual basis;
- (d) in order to round periodic deferrals to the nearest whole dollar amount;
- (e) to reduce the future deferrals in the event that the amount actually deferred for any payroll period exceeds, for any reason whatsoever, the amount elected by the Participant. In the alternative, such amount of excess deferral may be refunded to the Participant; or
- (f) if the deferral elected for any payroll period is less than the minimum amount specified by the Employer or Administrator.

The participation election, or such other form as approved by the Administrator, shall include the Employee's designation of investment funds. Any such election shall remain in effect until a new election is filed. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees.

The Participant may also designate a Beneficiary(ies) to receive any amounts that may be distributed in the event of death of the Participant prior to the complete distribution of benefits. A Participant may change the designated Beneficiary(ies) at any time by filing such change with the Administrator in a manner approved by the Administrator. A change in the Beneficiary designation shall take effect when the election is accepted by the Administrator. If no such designation is in effect on the Participant's death, the Beneficiary shall be the Participant's surviving spouse, if any, or if none, the Participant's estate.

2.03 Nonelective Employer Contributions. If selected in the Adoption Agreement, the Employer may make nonelective contributions to the Plan in the amounts and to the Employees designated under the Adoption Agreement.

2.04 Commencement of Participation.

- (a) Voluntary Enrollment. An Employee shall become a Participant as soon as administratively practicable following the date the Employee files a participation election pursuant to Section 2.02. Such election shall become effective no earlier than the calendar month following the month in which the election is made. A new Employee may defer compensation payable in the calendar month during which the Participant first becomes an Employee if an agreement providing for the deferral is entered into on or before the first day on which the Participant performs services for the Employer.
- (b) Automatic Enrollment. Notwithstanding Section 2.01 and Section 2.02, to the extent permitted by applicable law, the Administrator may establish procedures whereby, as a term or condition of employment, each employee is deemed to have elected to participate in the Plan and consents to the deferral by the Employer of a specified amount (or a uniform percentage of Compensation for an Eligible Automatic Contribution Arrangement intended to satisfy Code § 414(w)) for any payroll period for which a Participation Agreement is not in effect. If such procedures are in place, a Participant may elect a different deferral amount per payroll period, including zero, by entering into a Participation Agreement. This last sentence is not applicable to Participants in a Plan that is a retirement system providing FICA replacement retirement benefits pursuant to regulations under Code § 3121(b)(7)(F).

For Eligible Automatic Contribution Arrangements intended to satisfy Code § 414(w), in addition to the above, the Administrator shall provide to each Participant affected by this Section 2.04(b) with an annual notice that satisfies the

requirements contained in Code § 414(w) and any applicable guidance issued thereunder. These requirements include:

- (1) A description of the Participant's rights and obligations under the automatic arrangement that is sufficiently accurate to apprise the Participant of such rights and obligations;
- (2) Satisfying the requirements for notice contained in Treasury Regulation § 1.401(k)-3(d)(2)(ii);
- (3) Describing the level of elective contributions that will be made on the Participant's behalf in the event the Participant does not make an affirmative election;
- (4) Describing the Participant's rights to not have automatic elective contributions made to the Plan on the Participant's behalf;
- (5) Describing how contributions will be invested absent the Participant's affirmative investment election;
- (6) Describing the Participant's right to make a permissive withdrawal of the automatic elective contributions and the applicable rules governing such withdrawals; and
- (7) Providing the notice to Participants within a reasonable period of time prior to each Plan Year (or in the year the Employee first becomes eligible to enroll in the Plan, within a reasonable period of time prior to becoming an Eligible Employee).

For automatic enrollment arrangements not intending to satisfy Code § 414(w), the Employer must satisfy the requirements of IRS Revenue Ruling 2000-33.

- 2.05 Information Provided by the Participant. Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable, in the sole discretion of the Administrator, for the Administrator to administer the plan, including, without limitation, whether the Employee is a participant in any other eligible plan under Code § 457(b).
- 2.06 Contributions Made Promptly. Annual Deferrals by the Participant under the Plan shall be transferred to the Trust Fund within a period that is not longer than is reasonable for the proper administration of the Participant's Account Balance in a manner consistent with the requirements contained in Treasury Regulation § 1.457-8(a)(2)(ii). For this purpose, Annual Deferrals shall be treated as contributed within a period that is not longer than is reasonable for the proper administration if the contribution is made to the Trust Fund within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

- 2.07 Amendment of Annual Deferrals Election. Subject to other provisions of the Plan, a Participant may at any time revise his or her participation election, including a change of the amount of his or her Annual Deferrals. Unless the election specifies a later effective date, a change in the amount of the Annual Deferrals shall take effect as of the first day of the next following month or as soon as administratively practicable if later. A revocation of deferrals shall take effect as soon as administratively practicable under the Employer's payroll system. Notwithstanding the above, if a negative election procedure has been implemented pursuant to Section 2.04(b), a Participant may enter into or modify a Participation Agreement at any time to provide for no deferral; provided that Participants in a Plan that is a retirement system providing FICA replacement retirement benefits pursuant to regulations under Code § 3121(b)(7)(F) are not permitted to modify their Participation Agreement to provide for no deferrals or to revoke their Participation Agreement.
- 2.08 Leave of Absence. Unless an election is otherwise revised, if a Participant is absent from work by leave of absence, Annual Deferrals under the Plan shall continue to the extent that Compensation continues.
- 2.09 Disability. A disabled Participant may elect to make Annual Deferrals during any portion of the period of his or her disability to the extent that he or she has actual Compensation (not imputed Compensation and not disability benefits) from which to make contributions to the Plan and has not had a Severance from Employment.
- 2.10 Revocation of Deferrals. In addition to a Participant's ability to change or revoke an election as described in Section 2.07, a Participant's request for a distribution in the event of an Unforeseeable Emergency as defined in Section 5.05(b) shall in addition be treated as a request for revocation of deferrals as of a date determined by the Administrator for the period of time determined under Section 5.05(f). Revocation of deferrals is not a distributable event, however, and the Participant's Account may only be distributed as provided in Article V.
- 2.11 Re-Enrollment. A Participant who revokes the Participation Agreement may again become a Participant at the times and in the manner authorized by the Administrator, by entering into a new Participation Agreement to defer Compensation payable no earlier than the first payroll period after the first day of the month after such new Participation Agreement is entered into by the Participant and accepted by the Administrator.

### **III. LIMITATIONS ON AMOUNTS DEFERRED**

- 3.01 Basic Annual Limitation Effective for Calendar Years On and After January 1, 2002. The maximum amount of the Annual Deferral under the Plan for any calendar year shall not exceed the lesser of (i) the Applicable Dollar Amount or (ii) the Participant's Includible Compensation for the calendar year. The Applicable Dollar Amount is the amount established under Code § 457(e)(15) applicable as follows:

\$11,000 for 2002;  
\$12,000 for 2003;  
\$13,000 for 2004;  
\$14,000 for 2005; and  
\$15,000 for 2006 and thereafter.

After 2006, the Applicable Dollar Amount is adjusted for cost-of-living under Code § 457(e)(15)(B). The Annual Deferral amount does not include any rollover amounts received by the Plan under Treasury Regulation § 1.457-10(e).

- 3.02 Age 50 Catch-up Annual Deferral Contributions. A Participant who will attain age 50 or older by the end of the calendar year is permitted to elect an additional amount of Annual Deferrals, up to the maximum age 50 catch-up Annual Deferrals for the year. The maximum dollar amount of the age 50 catch-up Annual Deferrals for a year is as follows:

\$1,000 for 2002;  
\$2,000 for 2003;  
\$3,000 for 2004;  
\$4,000 for 2005;  
\$5,000 for 2006 and thereafter. After 2006, the \$5,000 amount is adjusted for cost-of-living under Code § 414(v)(2)(C). Age 50 catch-up contributions are subject to the requirements of Code § 414(v).

- 3.03 Special § 457 Catch-up Limitations for Calendar Years Beginning On and After January 1, 2002. If the applicable year is one of a Participant's last three calendar years ending before the year in which the participant attains Normal Retirement Age and the amount determined under this Section exceeds the amount computed under Sections 3.01 and 3.02, then the Annual Deferral limit under this Section shall be the lesser of:

- (a) an amount equal to two times the Section 3.01 applicable dollar limit for such year; or
- (b) the sum of:
  - (1) An amount equal to the aggregate Section 3.01 limit for the current year plus each prior calendar year beginning after December 31, 2001, during which the Participant was an Employee under the Plan, minus the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus
  - (2) An amount equal to the aggregate limit referred to in Code § 457(b)(2) for each prior calendar year beginning after December 31, 1978, and before January 1, 2002, during which the Participant was an Employee (determined without regard to Sections 3.02 and 3.03), minus the aggregate contributions to Pre-2002 Coordination Plans for such years.

However, in no event can the deferred amount be more than the Participant's Compensation for such years unless the Employer is making non-elective Employer contributions.

3.04 Coordination of Age 50 Catch-up with Special § 457 Catch-up. The Age 50 Catch-up does not apply for any taxable year for which a higher limitation applies under the Special § 457 Catch-up described in Section 3.03. A Participant who is eligible for the Age 50 Catch-up for a Plan Year and for whom the Plan Year is also one of the Participant's last three taxable years ending before the Participant attains Normal Retirement Age is eligible for the larger of:

- (a) The basic annual limitation described in Section 3.01 and the Age 50 Catch-up described in Section 3.02, or
- (b) The basic annual limitation described in Section 3.01 and the Special § 457 Catch-up described in Section 3.03.

3.05 Special Rules. For purposes of this Article III, the following rules shall apply:

- (a) Participant Covered By More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of Code § 457(b), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article III. For this purpose, the Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.
- (b) Pre-Participation Years. In applying Section 3.03, a year shall be taken into account only if the Participant was eligible to participate in the Plan during all or a portion of the year and Compensation deferred, if any, under the Plan during the year was subject to the Basic Annual Limitation described in Section 3.01 or any other plan ceiling required by Code § 457(b).
- (c) Pre-2002 Coordination Years. For purposes of Section 3.03(b)(2), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code § 457(b) plan, or a salary reduction or elective contribution under any Code § 401(k) qualified cash or deferred arrangement, Code § 402(h)(1)(B) simplified employee pension (SARSEP), Code § 403(b) annuity contract, and Code § 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Code § 501(c)(18), including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 3.03(b)(2) to the extent



that the total of such contributions does not exceed the aggregate limit referred to in Code § 457(b)(2) for that year.

- (d) Disregard Excess Deferral. For purposes of Sections 3.01, 3.02 and 3.03, an individual is treated as not having deferred Compensation under a plan for a prior taxable year to the extent Excess Deferrals under the plan are distributed, as described in Section 3.06. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an Excess Deferral for those prior years.

- 3.06 Correction of Excess Deferrals. If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under Code § 457(b) for which the Participant provides information that is accepted by the Administrator, then the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto in accordance with applicable guidance), shall be distributed to the Participant.
- 3.07 Protection of Persons Who Serve in a Uniformed Service. An Employee whose employment is interrupted by qualified military service under Code § 414(u) may elect to make additional Annual Deferrals upon resumption of employment with the Employer equal to the maximum Annual Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Annual Deferrals, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

#### IV. LOANS

If so specified in the Adoption Agreement, a Participant who is an Employee may apply for and receive a loan from his or her Account Balance as provided in this Article IV or pursuant to a loan policy executed by the Plan Administrator. Any such loan may not be for an amount less than the minimum amount specified by the Administrator. If not specified by the Administrator, the minimum loan amount shall be \$1,000.

Except as modified by the loan policy adopted by the Plan Administrator from time to time, the following rules shall apply to loans under the Plan. Any loans that are issued under the Plan shall be administered in a manner consistent with the requirements contained in Code § 72(p), Treasury Regulation § 1.72(p)-1 and any other applicable guidance issued thereunder.

- 4.01 Maximum Loan Amount. No loan to a Participant hereunder may exceed the lesser of:

- (a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period), or
- (b) one-half of the value of the Participant's vested Account Balance.

For purposes of this Section 4.02, any loan from any other plan maintained by the Employer shall be treated as if it were a loan made from this Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan under this Section 4.02 to exceed the amount that would otherwise be permitted in the absence of this paragraph.

4.02 Loan Provisions. The terms of the loan shall:

- (a) require level amortization with payments not less frequently than quarterly throughout the repayment period, except that alternative arrangements for repayment may apply in the event that the borrower is on a bona fide unpaid leave of absence for a period not to exceed one year for leaves other than a qualified military leave within the meaning of Code § 414(u) or for the duration of an interruption of employment which is due to qualified military service;
- (b) require that the loan be repaid within five years unless the Participant certifies in writing to the Administrator that the loan is to be used to acquire any dwelling unit which within a reasonable time is to be used (determined at the time the loan is made) as a principal residence of the Participant; and
- (c) provide for a reasonable rate of interest to be fixed by the Administrator from time to time. The Administrator shall not discriminate among Participants in the matter of interest rates, but loans granted at different times may bear different interest rates based upon prevailing rates at the time.

A loan to a Participant shall be considered a directed investment option for such Participant's account balance.

4.03 Security for Loan; Default.

- (a) Security. Any loan to a Participant under the Plan shall be secured by the pledge of the portion of the Participant's interest in the Plan invested in such loan.
- (b) Default. In the event that a Participant fails to make a loan payment under this Article IV by the end of the calendar quarter following the calendar quarter in

which such payment was due, a default on the loan shall occur. In the event of such default;

- (1) all remaining payments on the loan shall be immediately due and payable;
- (2) interest will continue to accrue on the unpaid balance until the loan is repaid in full; and
- (3) the Participant shall be permanently ineligible for any future loans from the Plan unless, in the Administrator's sole discretion, the Participant is deemed to be credit worthy and agrees to repay the loan through payroll deduction.

In the case of any default on a loan to a Participant, the Administrator shall apply the portion of the Participant's interest in the Plan held as security for the loan in satisfaction of the loan on the date of Severance from Employment. In addition, the Administrator shall take any legal action it shall consider necessary or appropriate to enforce collection of the unpaid loan, with the costs of any legal proceeding or collection to be charged to the Account Balance of the Participant.

Notwithstanding anything elsewhere in the Plan to the contrary, in the event a loan is outstanding hereunder on the date of a Participant's death, his or her estate shall be his or her Beneficiary as to the portion of his or her interest in the Plan invested in such loan (with the Beneficiary or Beneficiaries as to the remainder of his or her interest in the Plan to be determined in accordance with otherwise applicable provisions of the Plan).

- 4.04 Repayment. The Participant shall be required, as a condition to receiving a loan, to enter into an irrevocable agreement authorizing Employer to make payroll deductions from his or her Compensation so long as the Participant is an Employee and to transfer such payroll deduction amounts to the Trustee in payment of such loan plus interest. Repayments of a loan shall be made by payroll deduction of equal amounts (comprised of both principal and interest) from each paycheck, with the first such deduction to be made as soon as practicable after the loan funds are disbursed; provided, however, a Participant may prepay the entire outstanding balance of his loan at any time; and provided, further, that if any payroll deductions cannot be made in full because a Participant is on an unpaid leave of absence or is no longer employed by the Employer or the Participant's paycheck is insufficient for any other reason, the Participant shall pay directly to the Plan the full amount that would have been deducted from the Participant's paycheck, with such payment to be made by the last business day of the calendar month in which the amount would have been deducted. Loan repayments are, at the Employer's election, suspended for Qualified Military Service as permitted by Code § 414(u)(4).

## V. BENEFIT DISTRIBUTIONS

5.01 Distributions from the Trust. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Trustee, or by any custodian or other person so authorized by the Employer to make such distribution. Neither the Administrator, the Trustee, the Custodian nor any other person shall be liable with respect to any distribution from the Trust made at the direction of the Employer or a person authorized by the Employer to give disbursement direction.

5.02 Conditions for Distributions.

- (a) § 457(b) Deferred Compensation. Payments from a Participant's § 457(b) Deferred Compensation account shall not be made to the Participant or Beneficiary earlier than:
  - (1) the Participant's Severance from Employment or death pursuant to Sections 5.03 and 5.06;
  - (2) the Participant's account meets all of the requirements for an in-service de minimis distribution pursuant to Section 5.04(a) and/or (b);
  - (3) the Participant incurs an approved Unforeseeable Emergency pursuant to Section 5.05;
  - (4) the Participant at anytime elects to receive a distribution of all or any portion of the amount of rollover contributions held in the separate rollover account(s) pursuant to Section 5.04(c);
  - (5) the calendar year in which an in-service Participant attains age 70 ½ pursuant to Section 5.04(d); or
  - (6) Plan termination under Section 13.01.
- (b) Latest Distribution Date. To comply with Code § 401(a)(9) and the Treasury regulations issued thereunder, in no event, shall any distribution to a Participant under this Article V begin later than the April 1 of the year following the calendar year in which the participant attains age 70 ½ or April 1 of the year following the year in which the Participant retires or otherwise has a Severance from Employment, whichever is later. If the Participant delays the distribution due in the calendar year he turns age 70 ½ or severs employment, as applicable, to the following calendar year, a second required minimum distribution must be taken by the end of that calendar year. Such distributions must be made in accordance with Section 5.06.

5.03 Severance from Employment for Any Reason, Including Retirement.

- (a) Subject to Section 5.03(b), distributions to a Participant shall commence following Severance from Employment, on the regular distribution commencement date (as the Employer or Administrator may establish from time-to-time) elected by the Participant, in a form and manner determined pursuant to Sections 5.07, 5.08 and 5.09. If the Participant does not elect otherwise, the distribution shall be paid commencing on the Participant's Required Beginning Date under a payment method meeting the requirements of Code § 401(a)(9) and the regulations thereunder.
- (b) If, in the Adoption Agreement, the Plan elected mandatory distributions of Account Balances of \$1,000 or less and if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Administrator will pay the distribution in a lump sum to the Participant at the Participant's last known mailing address.

If, in the Adoption Agreement, the Plan elected mandatory distributions of amounts greater than \$1,000 but not greater than \$5,000, and if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Administrator will pay the distribution amount in excess of \$1,000 in a direct rollover to an individual retirement plan designated by the plan administrator.

#### 5.04 In-Service Distributions.

- (a) Voluntary In-Service Distribution of De Minimis Accounts. A Participant who is an active Employee may elect to receive a distribution of the total amount payable to the Participant under the Plan if the following requirements are met:
  - (1) the portion of the total amount payable to the Participant under the Plan does not exceed an amount specified from time to time by the Administrator (not in excess of \$5,000 or other applicable limit under the Code);
  - (2) the Participant has not previously received an in-service distribution of the total amount payable to the Participant under the Plan; and
  - (3) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the in-service distribution.
- (b) Involuntary In-Service Distribution of De Minimis Accounts. If so elected in the Adoption Agreement, the Administrator shall distribute the total amount payable under the Plan to a Participant who is an active Employee if the following requirements are met:

- (1) the Participant has not previously received an in-service distribution of the total amount payable to the Participant under the Plan;
- (2) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the in-service distribution; and
- (3) the total amount payable to the Participant under the Plan, does not exceed the amount selected in the Adoption Agreement.

If, in the Adoption Agreement, the Plan elected mandatory distributions of \$1,000 or less, and if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Administrator will pay the distribution in a lump sum to the Participant at the Participant's last known mailing address.

If, in the Adoption Agreement, the Plan elected mandatory distributions greater than \$1,000 but not greater than \$5,000, and if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the plan administrator.

- (c) Rollovers. If a Participant has a separate account attributable to rollover contributions to the Plan, the Participant may, at any time, elect to receive a distribution of all or any portion of the amount held in the rollover account(s).
- (d) Calendar Year Participant Attains Age 70 ½. The Participant may request an in-service distribution in the calendar year the Participant will/has attained age 70 ½ or older,
- (e) FICA Replacement Plan Exception. As indicated in the Adoption Agreement, Participants in a Plan intended to qualify as a retirement system providing FICA replacement retirement benefits pursuant to regulations under Code § 3121(b)(7)(F) are not eligible for In-Service De Minimis or in-service age 70 ½ distributions prior to severance.

#### 5.05 Unforeseeable Emergency Distributions.

- (a) Distribution. If the Participant or Beneficiary has an Unforeseeable Emergency before retirement or other Severance from Employment by Participant, the Participant may elect to receive a lump sum distribution equal to the amount requested or, if less, the maximum amount determined by the Administrator to be permitted to be distributed under this Section 5.05 and Treasury Regulation § 1.457-6(c).

- (b) Unforeseeable Emergency Defined. Pursuant to Treasury Regulation § 1.457-6(c)(2), An unforeseeable emergency must be defined in the plan as a severe financial hardship of the participant or beneficiary resulting from an illness or accident of the participant or beneficiary, the participant's or beneficiary's spouse, or the participant's or beneficiary's dependent (as defined in section 152, and, for taxable years beginning on or after January 1, 2005, without regard to section 152(b)(1), (b)(2), and (d)(1)(B)); loss of the participant's or beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, such as damage that is the result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant or the beneficiary. For example, the imminent foreclosure of or eviction from the participant's or beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in section 152, and, for taxable years beginning on or after January 1, 2005, without regard to section 152(b)(1), (b)(2), and (d)(1)(B)) of a participant or beneficiary may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this paragraph (c)(2)(i) of Treasury Regulation § 1.457-6, the purchase of a home and the payment of college tuition are not unforeseeable emergencies under paragraph (c)(2)(i) of Treasury Regulation § 1.457-6.
- (c) Unforeseeable Emergency Distribution Standard. A distribution on account of Unforeseeable Emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship or by cessation of deferrals under the Plan.
- (d) Distribution Necessary to Satisfy Emergency Need. Distributions because of an Unforeseeable Emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).
- (e) The Administrator shall have the right to request and review all pertinent information necessary to assure that Unforeseeable Emergency withdrawal requests are consistent with the provisions of Code § 457.
- (f) The Employer or Administrator may suspend the Participant's salary deferral election during the pendency of the Participant's request for an Unforeseeable Emergency distribution. Payment of an Unforeseeable Emergency distribution shall result in mandatory suspension of deferrals for a minimum of six months

from the date of payment (or such other period as mandated in applicable Treasury regulations).

- (g) As indicated in the Adoption Agreement, Participants in a Plan that is a retirement system providing FICA replacement retirement benefits pursuant to regulations under Code § 3121(b)(7)(F) are not eligible for Unforeseeable Emergency distributions.

5.06 Death Benefit Distributions. Upon receipt of satisfactory proof of the Participant's death, the Participant's remaining Account Balance shall be paid under a method satisfying the required minimum distribution rules of Code § 401(a)(9) and the Treasury regulations thereunder. In the case of a Participant who dies while performing Qualified Military Service under Code § 414(u), the Beneficiaries of the Participant shall, to the extent required by Code § 401(a)(37), be entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) that would be provided under the Plan had the Participant resumed and then terminated employment on account of death.

- (a) Death of Participant Before Participant's Required Beginning Date. If the Participant dies before the required beginning date, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- (1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as provided in Section 5.06(e) and unless the surviving spouse elects the five-year rule, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

A Beneficiary is deemed to elect the five-year rule if distributions do not begin by the required beginning date provided in this Section.

- (2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, unless the Beneficiary elects the five-year rule, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

A Beneficiary is deemed to elect the five-year rule if distributions do not begin by the required beginning date provided in this Section.

- (3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire



interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

- (4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 5.06(a), other than Section 5.06(a)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Section 5.06(a) and Section 5.06(e) unless Section 5.06(a)(4) applies, distributions are considered to begin on the Participant's required beginning date. If Section 5.06(a)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 5.06(a)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 5.06(a)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (b) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Section 5.06. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code § 401(a)(9) and the Treasury regulations.
- (c) Amount of Required Minimum Distribution for Each Distribution Calendar Year During the Participant's Lifetime. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
  - (1) the quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation § 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
  - (2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation § 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.
- (d) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under

Sections 5.06(d) and (e) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(e) Amount of Required Minimum Distribution Where Death Occurs On or After Participant's Required Beginning Date.

- (1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the Participant's required beginning date and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:
  - (i) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
  - (ii) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
  - (iii) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year following the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

- (f) Amount of Required Minimum Distribution Where Death Occurs Before Participant's Required Beginning Date.
- (1) Participant Survived by Designated Beneficiary. If the Participant dies before the required beginning date and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 5.06(e).
  - (2) No Designated Beneficiary. If the Participant dies before the required beginning date and there is no designated Beneficiary as of September 30 of the calendar year following the calendar year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
  - (3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the required beginning date, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 5.06(a)(1), this Section 5.06(f)(3) will apply as if the surviving spouse were the Participant.
- (g) Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan and is the designated Beneficiary under Code § 401(a)(9) and Treasury Regulation § 1.401(a)(9)-1, Q&A-4.
- (h) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 5.06(a). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.
- (i) Life Expectancy. Life expectancy as computed by use of the Single Life Table in Treasury Regulation § 1.401(a)(9)-9.

- (j) Participant's Account Balance. The Account Balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (k) Required Beginning Date. The date specified under Code § 401(a)(9) when distributions are required to begin, which, for a Participant, is April 1 following the year the Participant attains age 70 ½ or retires and severs service with the Employer, whichever is later.

5.07 Payment Options. A payee's election of a payment option must be made prior to the date that the payment of benefits is to commence or such earlier date as may be permitted by the Plan. If a timely election of a payment option is not made, benefits shall be paid in accordance with Section 5.08. Subject to applicable law and the other provisions of this Plan, distributions may be made in accordance with one of the following payment options.

- (a) A single lump-sum payment of the entire Account Balance;
- (b) Installment payments for a period of years (payable on a monthly, quarterly, semi-annual, or annual basis) which extends no longer than the life expectancy of the payee as permitted under Code § 401(a)(9) using the Tables in Treasury Regulation § 1.401(a)(9)-9. The Account Balance for this calculation (other than the final installment payment) is the Account Balance as of the end of the year prior to the year for which the distribution is being calculated;
- (c) Partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years, as described in subsection (b);
- (d) Annuity payments (payable on a monthly, quarterly or annual basis) for the lifetime of the payee or for the lifetimes of the payee and Beneficiary in compliance with Code § 401(a)(9);
- (e) Such other forms of installment payments as may be approved by the Employer consistent with the requirements of Code § 401(a)(9); or
- (f) A Participant who is an eligible retired public safety officer, as defined under Code § 402(l)(4)(B), may elect to have distributions made directly to an insurer to pay qualified health insurance premiums for coverage for the eligible retired public safety officer, his/her spouse and dependents, by an accident of health insurance plan or qualified long-term care insurance contract as defined in Code §

7703B(b). Any elections and distributions under this Section 5.07(f) shall be made in a manner consistent with the requirements and limits contained in Code § 402(l) and any applicable guidance issued thereunder.

5.08 Default Distribution Option. In the absence of an effective election by the Participant as to the commencement and/or form of benefits, distributions shall be made in accordance with the applicable requirements of Code §§ 401(a)(9) and 457(d), and final Treasury regulations thereunder. In the absence of an effective election by the Beneficiary or Alternate Payee as to the commencement and/or form of benefits, distribution shall be made in a lump sum.

5.09 Limitations on Distribution Options. Notwithstanding any other provision of this Article V, Plan distributions shall satisfy the requirements of this Section 5.09.

- (a) No distribution option may be selected by a payee under this Article V unless it satisfies the applicable requirements of Code §§ 401(a)(9) and 457(d), and final Treasury regulations thereunder.
- (b) The terms of this Article V shall be construed in accordance with all applicable Code sections.

5.10 Eligible Rollover Distributions.

- (a) General. Notwithstanding any provision of the Plan to the contrary that would otherwise limit an election under this Section, a Participant, the surviving spouse of a Participant (or a Participant's former spouse who is the Alternate Payee under a qualified domestic relations order as defined in Code § 414(p)) (herein collectively called "distributee") may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan in a direct rollover. A non-spousal Beneficiary may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid in a direct rollover to an inherited IRA referred to in Code § 402(c)(11).
- (b) Definitions. For purposes of this Section, the following definitions shall apply.
  - (1) Eligible Rollover Distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee or the non-spousal Beneficiary, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Code § 401(a)(9); any deemed distribution under the provisions of Code § 72(p); the portion of

any distribution that is not includable in gross income; any distribution of excess deferrals; and any distribution on account of an Unforeseeable Emergency.

- (2) Eligible Retirement Plan. An eligible retirement plan is any plan described in Code § 402(c)(8). An eligible retirement plan is described as an individual retirement account described in Code § 408(a), an individual retirement annuity described in Code § 408(b), a Roth IRA\* described in Code § 408A, an annuity plan described in Code § 403(a), a qualified trust described in Code § 401(a) (including § 401(k)), a tax-sheltered annuity described in Code § 403(b) or another eligible deferred compensation plan described in Code § 457(b) that accepts the distributee's eligible rollover distribution. \*Effective for distributions made on/after January 1, 2008, an eligible retirement plan includes a Roth IRA described in Code § 408A.
- (3) Distributee. A distributee includes an Employee or former Employee, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the Alternate Payee under a qualified domestic relations order, as defined in Code § 414(p), are distributees with regard to the interest of the spouse or former spouse.
- (4) Direct Rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee or to the inherited IRA specified by the non-spousal Beneficiary.

- 5.11 Elections. Elections under this Section shall be made in such form and manner as the Administrator may specify from time to time. To the extent permitted by and in accordance with the Code, any irrevocable elections as to the form or timing of distributions executed prior to January 1, 2002, are hereby revoked.
- 5.12 Practices and Procedures. The Employer or Plan Administrator may adopt practices and procedures applicable to existing and new distribution elections.
- 5.13 Taxation of Distributions. To the extent required by law, income and other taxes shall be withheld from each benefit payment and payments shall be reported to the appropriate governmental agency or agencies.
- 5.14 Required Minimum Distribution Waiver of 2009. Notwithstanding any other provisions of Article V. of the Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary

chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. If the Participant or Beneficiary has not elected to receive a 2009 RMD or Extended 2009 RMD then the Participant or Beneficiary will not receive a 2009 or Extended 2009 RMD unless the Participant elects to receive the distribution(s). notwithstanding 6.01

## **VI. ROLLOVERS AND TRANSFERS**

### **6.01 Eligible Rollover Contributions to the Plan.**

- (a) If so specified in the Adoption Agreement, and only to the extent so specified, a Participant who is an Employee and who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code § 402 and to confirm that such plan is an eligible retirement plan within the meaning of Code § 402(c)(8)(B).
- (b) For purposes of Section 6.01(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, as defined in Section 5.10(b)(2), except that an eligible rollover distribution does not include:
  - (1) any installment payment for a period of 10 years or more,
  - (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee,
  - (3) any deemed distribution under the provisions of Code § 72(p),
  - (4) the portion of any distribution that is not includable in gross income,
  - (5) any distribution of excess deferrals or
  - (6) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code § 401(a)(9).
- (c) Notwithstanding any other provisions of Section 6.01 of the Plan, and solely for purposes of applying the rollover provisions of the Plan, 2009 RMDs and Extended 2009 RMDs, will be treated as eligible rollover distributions.
- (d) The Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any eligible retirement plan that is not an eligible governmental plan under Code § 457(b). In addition, the

Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any eligible governmental plan under Code § 457(b).

6.02 Plan-to-Plan Transfers to the Plan. At the direction of the Employer, the Administrator may permit a class of Participants who are participants in another eligible governmental plan under Code § 457(b) to transfer assets to the Plan as provided in this Section 6.02. Such a transfer is permitted only if the other plan provides for the direct transfer of each Participant's interest therein to the Plan. The Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Code § 457(e)(10) and Treasury Regulation § 1.457-10(b) and to confirm that the other plan is an eligible governmental plan as defined in Treasury Regulation § 1.457-2(f). The amount so transferred shall be credited to the Participant's Account Balance and shall be held, accounted for, administered and otherwise treated in the same manner as an Annual Deferral by the Participant under the Plan, except that the transferred amount shall not be considered an Annual Deferral under the Plan in determining the maximum deferral under Article III.

6.03 Plan-to-Plan Transfers from the Plan.

- (a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another eligible governmental plan within the meaning of Code § 457(b) and Treasury Regulation § 1.457-2(f). An in-service transfer is permitted under this Section only if the Participant is transferring to another eligible governmental plan maintained by Employer. In all other circumstances, a transfer is permitted under this Section 6.03(a) for a Participant only if the Participant has had a Severance from Employment with the Employer and is an Employee of the entity that maintains the other eligible governmental plan. Further, a transfer is permitted under this Section 6.03(a) only if the other eligible governmental plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.
- (b) Upon the transfer of assets under this Section 6.03, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.03 (for example, to confirm that the receiving plan is an eligible governmental plan under paragraph (a) of this Section 6.03 and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treasury Regulation § 1.457-10(b).



#### 6.04 Permissive Service Credit Transfers.

- (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code § 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.04(a) may be made before the Participant has had a Severance from Employment.
- (b) A transfer may be made under Section 6.04(a) if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code § 415 does not apply by reason of Code § 415(k)(3) or as otherwise allowed by the Internal Revenue Service.
- (c) As indicated in the Adoption Agreement, Participants in a Plan that is a retirement system providing FICA replacement retirement benefits pursuant to regulations under Code § 3121(b)(7)(F) are not eligible for permissive service credit transfers prior to a Severance of Employment.

### **VII. CREATION OF TRUST AND TRUST FUND**

- 7.01 Trust Fund. All amounts of Annual Deferrals, all property and rights purchased with such amounts and all income attributable to such amounts, property or rights shall be held and invested in the Trust Fund in accordance with this Plan and the Trust Agreement. Notwithstanding the preceding sentence, the assets held for the Plan pursuant to this Section shall not include any assets of a deemed IRA pursuant to Articles IX and X. The Trust Fund, and any sub trust established under the Plan, shall be established pursuant to a written agreement that constitutes a valid trust under applicable state law. The Trustee shall ensure that all investments, amounts, property and rights held under the Trust Fund are held for the exclusive benefit of Participants and their Beneficiaries. The Trust Fund shall be held in trust pursuant to the Trust Agreement for the exclusive benefit of Participants and their Beneficiaries and defraying reasonable expenses of the Plan and of the Trust Fund. It shall be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Trust Fund to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

The trust requirement of Code § 457(g) may be satisfied by a trust agreement, a custodial agreement or the annuity contract, if any. The trust requirement shall be satisfied in the manner specified in the Adoption Agreement. If so elected in the Adoption Agreement, the Employer or certain Employees of (or holders of certain positions with) the Employer shall be named as Trustee in the Adoption Agreement and Plan assets shall be set aside in trust pursuant to this Article VII.

If the Employer does not elect to self-trustee the Plan, the Employer must elect one of the following options in the Adoption Agreement:

- (a) Plan assets will be set aside in trust pursuant to a separate written trust agreement entered into between the Employer and the bank or trust company named as Trustee named in the Adoption Agreement. The Employer shall enter into a separate written trust agreement with the Trustee.
- (b) Plan assets shall be set aside in one or more annuity contracts issued by an insurance company qualified to do business in the state where the contract is issued. The owner of the annuity contract is the “deemed trustee” of the assets invested under the contract for purposes of Code § 457(g).
- (c) Plan assets shall be set aside in one or more custodial accounts described in Code § 401(f) with the bank or trust company named in the Adoption Agreement as Custodian and “deemed trustee” for purposes of Code § 457(g). The Employer shall enter into a separate written custodial agreement with the Custodian.

7.02 Establishment of Trust. The Employer or named Employees of Employer (or certain holders of positions with the Employer) named in the Adoption Agreement shall serve as Trustee of a Trust hereby created to hold all of the assets of the Plan for the exclusive benefit of Participants and Beneficiaries. The Trust shall consist of all contributions made under the Plan and the investment earnings thereon. All contributions and the earnings thereon less payments made under the terms of the Plan, including fees and expenses, shall constitute the Trust. Except to the extent that the Employer enters into a separate written trust agreement with a bank or trust company Trustee, the assets in Trust shall be administered as provided in this sample Basic Plan Document.

7.03 Appointment and Termination of Trustee. A Trustee may be named by the Employer and may be a Participant. The Trustee shall remain in office at the will of the Employer and may be removed from office at any time by the Employer, with or without cause. Such removal shall be effective upon delivery of written notice to the Trustee or at such later time as may be designated in such notice; provided that any such notice of removal shall take effect no sooner than 30 days and no later than 60 days after the delivery thereof, unless such 30 or 60 day period shall be waived. The Trustee may resign at any time upon giving written notice to the Employer or at such later time as may be designated in the notice of resignation; provided that (a) any such notice of resignation shall take effect no sooner than 30 days and no later than 60 days after the delivery thereof, unless such 30 day or 60 day period shall be waived and (b) upon such resignation or removal the Employer shall have the power and the duty to designate and appoint a successor Trustee, and the actual appointment of a successor Trustee is a condition that must be fulfilled before the resignation or removal of the Trustee shall become effective.

Upon appointment, the successor Trustee shall have all the rights, powers, privileges, liabilities and duties of the predecessor Trustee. The Trustee so resigned or removed

shall take any and all action necessary to vest the rights, powers, privileges, liabilities and duties of the Administrator in his, her or its successor.

- 7.04 Acceptance. By signing the Adoption Agreement the Trustee accepts the Trust created under the Plan and agrees to perform the obligations imposed.
- 7.05 Control of Plan Assets. The assets of the Trust or evidence of ownership shall be held by the Trustee, under the terms of the Plan and under either this Article VII or under the separate written trust agreement with a bank or trust company. If the assets represent amounts transferred from a former plan, the Trustee shall not be responsible for the propriety of any investment under the former plan.
- 7.06 General Duties of the Trustee. The Employer or named individuals in the employ of the Employer named as Trustee(s) in the Adoption Agreement shall be responsible for the administration of investments held in the Plan. The Trustee's duties shall include:
- (a) receiving contributions under the terms of the Plan;
  - (b) making distributions from Plan assets held in Trust in accordance with written instructions received from an authorized representative of the Employer;
  - (c) keeping accurate records reflecting its administration of the Trust assets and making such records available to the Employer for review and audit. Within 90 days after each Plan Year, and within 90 days after its removal or resignation, the Trustee shall file with the Employer an accounting of its administration of the Trust assets during such year or from the end of the preceding Plan Year to the date of removal or resignation. Such accounting shall include a statement of cash receipts and disbursements since the date of its last accounting and shall contain an asset list showing the fair market value of investments held in the Trust as of the end of the Plan Year.

The value of marketable investments shall be determined using the most recent price quoted on a national securities exchange or over the counter market. The value of non-marketable investments shall be determined in the sole judgment of the Trustee which determination shall be binding and conclusive. The value of investments in securities or obligations of the Employer in which there is no market shall be determined in the sole judgment of the Employer and the Trustee shall have no responsibility with respect to the valuation of such assets. The Employer shall review the Trustee's accounting and notify the Trustee in the event of its disapproval of the report within 90 days, providing the Trustee with a written description of the items in question. The Trustee shall have 60 days to provide the Employer with a written explanation of the items in question; and

- (d) employing such agents, attorneys or other professionals as the Trustee may deem necessary or advisable in the performance of its duties.

The Trustee's duties shall be limited to those described above. The Employer shall be responsible for any other administrative duties required under the Plan or by applicable law.

7.07 Investment Powers of the Trustee. The Trustee shall implement an investment program based on the Employer's investment objectives. If either the Employer or the Participant fails to issue investment directions as provided in Sections 8.01 and 8.02, the Trustee shall have authority to invest the Trust assets in its sole discretion. In addition to powers given by law, the Trustee may:

- (a) invest the Trust assets in any form of property, including common and preferred stocks, exchange and trade put and call options, bonds, money market instruments, mutual funds (including Trust assets for which the Trustee or its affiliates serve as investment advisor), Treasury bills, deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit, and other forms of securities or investment of any kind, class, or character whatsoever, or in any other property, real or personal, having a ready market;
- (b) invest and reinvest all or any part of the Trust assets in any insurance policies or other contracts with insurance companies including but not limited to individual or group annuity, deposit administration, and guaranteed interest contracts. Such contracts shall be held in the name of the Trustee;
- (c) transfer any assets of the Trust to any group or common, collective or commingled fund that is maintained by a bank or other institution that is established to permit the pooling of assets of separate Trusts so long as such fund is available to § 457(b) plans;
- (d) hold cash un-invested and deposit same with any banking or savings institution at reasonable interest;
- (e) deposit fees earned from revenue sharing, 12(b)(1) fees, any investment gains and any otherwise unallocated trust assets into an account to be invested in any employer-directed investment option available under the Plan;
- (f) join in or oppose the reorganization, recapitalization, consolidation, sale or merger of corporations or properties, including those in which it is interested as a Trustee, upon such terms as it deems wise;
- (g) hold investments in nominee or bearer form;
- (h) to vote or refrain from voting any stocks, bonds, or other securities held in the Trust, to exercise any other right appurtenant to any securities or other property held in the Trust, to vote or refrain from voting proxies;

- (i) exercise all ownership rights with respect to assets held in the Trust; and
- (j) do any and all other acts that may be deemed necessary in the performance of the Trustee's duties hereunder.

7.08 Trustee Fees and Expenses. All reasonable costs, charges and expenses incurred by the Trustee in connection with the administration of the Trust assets (including fees for legal services rendered to the Trustee) may be paid by the Employer, but if not paid by the Employer when due, shall be paid from the Trust. Such reasonable compensation to a bank or trust company Trustee as may be agreed upon from time to time between the Employer and the Trustee may be paid by the Employer, but if not paid by the Employer when due, shall be paid by the Trust. The Trustee shall have the right to liquidate Trust assets to cover its fees. Notwithstanding the foregoing, no compensation other than reimbursement for expenses shall be paid to a Trustee who is the Employer or a full-time Employee. In the event any part of the Trust assets become subject to tax, all taxes incurred shall be paid from the Trust unless the Administrator advises the Trustee not to pay such tax. If pursuant to 7.07(e) an account holding un-invested trust assets is in existence at anytime during the Plan Year, all amounts in the account shall be first used to offset any plan expenses and any amounts remaining shall be allocated to Participant's accounts no later than the end of the Plan Year.

7.09 Exclusive Benefit Rules. No part of the Trust assets shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants, former Participants with an interest in the Plan and the Beneficiary or Beneficiaries of a deceased Participant having an interest in the Trust assets at the death of the Participant.

7.10 Trustee Actions. Every action taken by the Trustee shall be presumed to be a fair and reasonable exercise of the authority vested in or the duties imposed upon him, her or it. The Trustee shall be deemed to have exercised reasonable care, diligence and prudence and to have acted impartially as to all persons interested, unless the contrary be proven by affirmative evidence. The Trustee shall not be liable for amounts of Compensation deferred by Participants or for other amounts payable under the Plan.

7.11 Delegation. Subject to any applicable laws and any approvals required by the Employer, the Trustee may delegate any or all powers and duties hereunder to another person, persons or entity and may pay reasonable compensation for such services as an administrative expense of the Plan to the extent such compensation is not otherwise paid.

7.12 Division of Duties and Indemnification.

- (a) The Trustee shall have the authority and discretion to manage and govern the Trust assets to the extent provided in this instrument, but does not guarantee the Trust in any manner against investment loss or depreciation in asset value or guarantee the adequacy of the Trust assets to meet and discharge all or any liabilities of the Plan.

- (b) The Trustee shall not be liable for the making, retention or sale of any investment or reinvestment made by it, as herein provided, or for any loss to, or diminution of the Trust assets or for any other loss or damage which may result from the discharge of its duties hereunder except to the extent it is judicially determined that the Trustee has failed to exercise the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims.
- (c) The Employer warrants that all directions issued to the Trustee by it or the Administrator shall be in accordance with the terms of the Plan and not contrary to the provisions of the Code.
- (d) The Trustee shall not be answerable for any action taken pursuant to any direction, consent, certificate or other paper or document on the belief that the same is genuine and signed by the proper person. All directions by the Employer or the Administrator shall be in writing from the authorized individual or individuals named in the Adoption Agreement.
- (e) The duties and obligations of the Trustee shall be limited to those expressly imposed upon it by this instrument or subsequently agreed upon by the parties. Responsibility for administrative duties required under the Plan or applicable law not expressly imposed upon or agreed to by the Trustee shall rest solely with the Employer.
- (f) The Trustee shall be indemnified and held harmless by the Employer from and against any and all liability to which the Trustee may be subjected, including all expenses reasonably incurred in its defense, for any action or failure to act resulting from compliance with the instructions of the Employer, the Employees or agents of the Employer, the Administrator, or any other fiduciary to the Plan, and for any liability arising from the actions or inactions of any predecessor Trustee, custodian or other fiduciaries of the Plan.
- (g) The Trustee shall not be responsible in any way for the application of any payments it is directed to make or for the adequacy of the Trust assets to meet and discharge any and all liabilities under the Plan.

## VIII. INVESTMENTS

- 8.01 Investment Options. Employer shall have the sole discretion to select one or more investment options to be offered under the Plan. These investment options may include specified life insurance policies, annuity contracts or investment media issued by an insurance company. It shall be the sole responsibility of the Employer to ensure that all investment options offered under the Plan are appropriate and in compliance with any and all state laws pertaining to such investments.

8.02 Participant Investment Direction. If the Employer chooses to designate one or more investment options in which Participants may direct investment of their Account(s), Participants shall have the option to direct the investment of their Account(s) from among the investment options designated by the Employer. The Participant's right to transfer among or out of any such investment options shall be subject to any timing or other restrictions imposed upon Participants by the providers of the investment options chosen by the Participant, including, but not limited to market-timing restrictions, excessive trading restrictions and redemption fees. The Trustee or Custodian, as applicable, shall hold title to such investment options. A Participant's right to direct the investment of Account balances shall apply only to making selections among the options made available under the Plan and only to the extent specified by the Employer pursuant to uniform rules. The terms of this paragraph, including any trading restrictions or fees, shall also apply to Beneficiary and Alternate Payee accounts.

- (a) Each Participant shall designate on the form prescribed by the Administrator the one or more investment options in which he or she wishes to have his Account invested and may change such investment directions in accordance with and at the time or times specified under uniform rules established by the Administrator or the investment provider, as applicable. The Participant's Account shall be debited or credited as appropriate to reflect all gains or losses on such investments. If a Participant has the right to direct the investment of his Account but does not provide such direction pursuant to uniform rules established by Employer, the Participant's Account shall be invested in the investment option selected by the Plan.
- (b) Neither the Employer, the Administrator, the Trustee, the Custodian nor any other person shall be liable for any loss incurred by virtue of following the Participant's directions or by reason of any reasonable administrative delay in implementing such directions.
- (c) The Employer may from time to time change the investment options made available under the Plan pursuant to uniform rules established by the Administrator. If the Employer eliminates an investment option, all Participants who had chosen that investment option shall select another option. If the Participant does not select a new option, money remaining in the eliminated investment option shall be reinvested at the direction of the Employer. The Participants shall have no right to require the Employer to select or retain any investment option. Any change with respect to investment options made by the Employer or a Participant, however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

8.03 Employer Investment Direction.

- (a) To the extent the Employer chooses not to allow Participant direction of the investment of his or her Account, the Employer shall have the right to direct the Trustee or Custodian with respect to investments of the Trust assets, may appoint an investment manager to direct investments or may give the Trustee sole investment management responsibility. The Employer or investment manager shall make any investment directive in writing. Such instructions regarding the delegation of investment responsibility shall remain in force until revoked or amended in writing. The Trustee shall not be responsible for the propriety of any investment made at the direction of the Employer or an investment manager and shall not be required to consult with or advise the Employer regarding the investment quality of any directed investment held hereunder. In the absence of such written directive, the Trustee shall automatically invest the available cash in its discretion in an appropriate interim investment until specific investment directions are received.
- (b) If the Employer fails to direct the investment of Trust assets or name an investment manager and the Trustee or Custodian do not have investment authority, the Administrator shall have full investment authority.

8.04 Participant Accounts. The Administrator shall maintain or cause to be maintained one or more individual accounts for each Participant. Such accounts shall include separate accounts, as necessary, for Code § 457(b) Deferred Compensation, Code § 457(b) rollovers, IRA rollovers, other qualified plan and Code § 403(b) plan rollovers and such other accounts as may be appropriate from time to time for plan administration. At regular intervals established by the Administrator, each Participant's account(s) shall be credited with the amount of any Deferred Compensation paid into the Trust; debited with any applicable administrative or investment expense, including, but not limited to, fees charged to Participants, allocated on a reasonable and consistent basis; credited or debited with investment gain or loss, as appropriate; and debited with the amount of any distribution. Each Participant shall be notified in writing of the balance in his Account at least once a year.

## IX. ADMINISTRATION

- 9.01 Administrator. Employer shall be the Administrator unless another person or persons is appointed by the Employer in the Adoption Agreement pursuant to Section 9.02.
- 9.02 Appointment and Termination of Administrator. An Administrator may be named in the Adoption Agreement by the Employer and may be a Participant. The Administrator shall remain in office at the will of the Employer and may be removed from office at any time by the Employer, with or without cause. Such removal shall be effective upon delivery of written notice to the Administrator or at such later time as may be designated in such notice; provided that any such notice of removal shall take effect no later than 60 days after the delivery thereof, unless such 60 day period shall be waived. The Administrator may resign at any time upon giving written notice to the Employer or at such later time as



may be designated in the notice of resignation provided that; (a) any such notice of resignation shall take effect no later than 60 days after the delivery thereof, unless such 60 day period shall be waived; and (b) upon such resignation or removal the Employer shall have the power and the duty to designate and appoint a successor Administrator, and the actual appointment of a successor Administrator is a condition that must be fulfilled before the resignation or removal of the Administrator shall become effective. Upon appointment, the successor Administrator shall have all the rights, powers, privileges, liabilities and duties of the predecessor Administrator. The Administrator so resigned or removed shall take any and all action necessary to vest the rights, powers, privileges, liabilities and duties of the Administrator in the successor.

9.03 Duties of Administrator. Subject to any applicable laws and any approvals required by the Employer, the Administrator shall have full power and authority to adopt rules, regulations and procedures for the administration of the Plan, and to interpret, alter, amend, or revoke any rules, regulations or procedures so adopted. The Administrator's duties shall include:

- (a) appointing the Plan's attorney, accountant, actuary, custodian or any other party needed to administer the Plan or the Plan assets;
- (b) directing the Trustee or Custodian with respect to payments from the Plan assets held in Trust;
- (c) communicating with Employees regarding their participation and benefits under the Plan, including the administration of all claims procedures;
- (d) filing any returns and reports with the Internal Revenue Service or any other governmental agency;
- (e) reviewing and approving any financial reports, investment reviews, or other reports prepared by any party appointed under paragraph (a);
- (f) establishing a funding policy and investment objectives consistent with the purposes of the Plan; and
- (g) construing and resolving any question of Plan interpretation. The Administrator's interpretation of Plan provisions including eligibility and benefits under the Plan is final.

9.04 Administrative Fees and Expenses. All reasonable costs, charges and expenses incurred by the Administrator in connection with the administration of the Plan (including fees for legal services rendered to the Administrator) may be paid by the Employer, but if not paid by the Employer when due, shall be paid from Plan assets. Such reasonable compensation to the Administrator as may be agreed upon from time to time between the Employer and Administrator may be paid by the Employer, but if not paid by the Employer when due shall be paid from Plan assets. Notwithstanding the foregoing, no

compensation other than reimbursement for expenses shall be paid to an administrator who is the Employer or a full-time Employee of the Employer. In the event any part of the assets in the Plan become subject to tax, all taxes incurred shall be paid from the Plan assets unless the Administrator instructs the Trustee or Custodian not to pay such tax.

- 9.05 Actions of Administrator. Every action taken by the Administrator shall be presumed to be a fair and reasonable exercise of the authority vested in or the duties imposed upon him, her or it. The Administrator shall be deemed to have exercised reasonable care, diligence and prudence and to have acted impartially as to all persons interested, unless the contrary be proven by affirmative evidence. The Administrator shall not be liable for amounts of Compensation deferred by Participants or for other amounts payable under the Plan.
- 9.06 Delegation. Subject to any applicable laws and any approvals required by the Employer, the Administrator may delegate any or all powers and duties hereunder to another person, persons or entity, and may pay reasonable compensation for such services as an administrative expense of the Plan to the extent such compensation is not otherwise paid.
- 9.07 Investment and Service Providers. Any company which issues policies, contracts or investment media to the Employer or in respect of a Participant is not a party to this Plan and such company shall have no responsibility, accountability or liability to the Employer, the Administrator, any Participant or any Beneficiary with regard to the operation or adequacy of this Plan, including any future amendments made thereto.

## **X. LEAVE OF ABSENCE**

- 10.01 Paid Leave of Absence. If a Participant is on an approved leave of absence from the Employer with Compensation, or on approved leave of absence without Compensation that does not constitute a Severance from Employment, which under the Employer's current practices is generally a leave of absence without Compensation for a period of one year or less, said Participant's participation in the Plan may continue.
- 10.02 Unpaid Leave of Absence. If a Participant is on an approved leave of absence without Compensation and such leave of absence continues to such an extent that it becomes a Severance from Employment, said Participant shall have separated from service with the Employer for purposes of this Plan. Upon termination of leave without pay and return to active status, the Participant may enter into a new Participation Agreement to be effective when permitted by Section 2.11.

## **XI. AMENDMENT OR TERMINATION OF PLAN**

- 11.01 Termination. The Employer may at any time terminate this Plan; provided, however, that no termination shall affect the amount of benefits, which at the time of such termination shall have accrued for Participants or Beneficiaries. Such accrued benefit shall include

any Compensation deferred before the time of the termination and income thereon accrued to the date of the termination. Such amount shall be calculated in accordance with Section 8.04 and the terms and conditions of the affected investment option. Upon such termination, each Participant in the Plan shall be deemed to have revoked his agreement to defer future Compensation as provided in Section 2.10 as of the date of such termination and Section 2.04(b) shall no longer be in effect. Each Participant's full Compensation on a nondeferred basis shall be restored. Upon plan termination, all amounts deferred will be distributed to Participants or Beneficiaries as soon as administratively practicable after the termination date.

- 11.02 Amendment. The Employer may amend the provisions of this Plan at any time; provided, however, that no amendment shall affect the amount of benefits which at the time of such amendment shall have accrued for Participants or Beneficiaries, to the extent of Compensation deferred before the time of the amendment and income thereon accrued to the date of the amendment, calculated in accordance with Section 8.04 and the terms and conditions of the investment options hereunder; and provided further, that no amendment shall affect the duties and responsibilities of the Trustee or Custodian unless executed by the Trustee or Custodian.

To the extent permitted by applicable law, the Employer delegates to the Administrator the authority to adopt rules, regulations or procedures from time to time as may be necessary or desirable to conform Plan provisions to, or to elaborate Plan provisions in light of, technical amendments to the Code, Treasury regulations or other guidance issued under the Code, and such rules, regulations or procedures are hereby ratified by the Employer as having the force and effect of Plan amendments.

- 11.03 Copies of Amendments. The Administrator shall provide a copy of any Plan amendment to any Trustee or custodian and to the issuers of any investment options selected pursuant to Section 8.01.

## **XII. TAX TREATMENT OF AMOUNTS CONTRIBUTED**

It is intended that pursuant to Code § 457, the Amount Deferred shall not be considered current compensation for purposes of federal income taxation. This rule shall also apply to state income taxation unless applicable state laws provide otherwise. Such amounts shall, however, be included as compensation to the extent required under the Federal Insurance Contributions Act (FICA). Payments under this Plan shall supplement retirement and death benefits payable under the Employer's group insurance and retirement plans, if any.

## **XIII. NON-ASSIGNABILITY**

- 13.01 Non-Assignability. Except as provided in Sections 13.02 and 13.03, the interests of each Participant or Beneficiary under the plan are not subject to the claims of the Participant's or Beneficiary's creditors, and neither the Participant nor any Beneficiary shall have any

right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

13.02 Qualified Domestic Relations Orders. If so specified in the Adoption Agreement, domestic relations orders approved by the Administrator shall be administered as follows.

- (a) Notwithstanding Section 13.01, if a final judgment, decree, or order (including approval of a property settlement) that is related to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant (herein called an Alternate Payee) is made pursuant to the domestic relations law of any State and meets the requirements of Code § 414(p), then such order shall be referred to as a Qualified Domestic Relations Order ("QDRO"). If a QDRO is duly filed upon the Administrator, then the amount of the Participant's Account Balance shall be paid to or set aside in a separate account for Alternate Payee(s) as elected by the Alternate Payee. Payments to the Alternate Payee shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the QDRO and may charge the Participant and Alternate Payee a fee as established from time to time.

Where necessary to carry out the terms of such a QDRO, a separate account shall be established with respect to the Alternate Payee(s) and such person shall be entitled to make investment selections with respect thereto in the same manner as the Participant, except to the extent restricted by the employer or a specific investment option under the plan. All costs and charges incurred in carrying out the investment selection shall be deducted from the account created for the spouse, former spouse or child making the investment selection. The Alternate Payee may select from among the forms of payment available to Participants except a joint and survivor annuity naming the Alternate Payee and a subsequent spouse. Withholding and income tax reporting shall be done with respect to the Alternate Payee under the terms of the Code as amended from time to time.

- (b) The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a spouse, former spouse or child pursuant to this Section. No amount shall be paid or set aside unless the Employer, or its agents or assigns, has been provided with satisfactory evidence releasing them from any further claim by the Participant with respect to these amounts. The Participant shall be deemed to have released the Employer from any claim with respect to such amounts in any case in which the Employer has been notified of or otherwise joined in a proceeding relating to a QDRO which sets aside a portion of the Participant's account for a spouse, former spouse or child, and the Participant fails to obtain an order of the court in the proceeding relieving the Employer from the obligation to comply with the QDRO.

- (c) The Employer shall not be obligated to comply with any judgment, decree or order that attempts to require the Plan to violate any Plan provision or any provision of Code § 457. Neither the Employer nor its agents or assigns shall be obligated to defend against or set aside any judgment, decree, or order described herein or any legal order relating to the division of a Participant's benefits under the Plan unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer, its agents or assigns to incur such expense, the amount of the expense may be charged against the Participant's account and thereby reduce Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer, its agents and assigns shall be authorized to disclose information relating to Participant's individual account to the Participant's spouse, former spouse or child (including the legal representatives of the spouse, former spouse or child), or to a court.

13.03 IRS Levy. Notwithstanding Section 13.01, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

13.04 Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contributions (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

If the Plan utilizes an Eligible Automatic Contribution Arrangement intended to satisfy Code § 414(w), the Participant may elect a return of their elective deferrals (as adjusted for applicable earnings and losses), if such election is made prior to the 91<sup>st</sup> day after the date of the first elective contribution is deducted from the employee's Compensation. Any employer contributions shall be forfeited. Any forfeitures arising under the Plan shall be subject to the provisions of Sections 7.07 and 7.08 applicable to unallocated trust assets.

13.05 Payments to Minors and Incompetents. To the extent the Employer or Administrator determines that the following procedure meets applicable state or local law, if a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

13.06 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means:

- (a) the mailing by certified mail of a notice to the last known address shown on the Employer's or Administrator's records,
- (b) notification sent to the Social Security Administration, Internal Revenue Service or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans) and
- (c) the payee has not responded within six months.

If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the trust fund shall continue to hold the benefits due such person until in the Employer's or Administrator's sole discretion, the Plan is required to take other action under applicable law except that if, in the Adoption Agreement, the Plan elected mandatory distributions greater than \$1,000, then the Administrator will pay the distribution for such person in a direct rollover to an individual retirement plan designated by the plan administrator.

#### **XIV. DISCLAIMER**

The Employer and the Administrator make no endorsement, guarantee or any other representation and shall not be liable to the Plan or to any Participant, Beneficiary or any other person with respect to:

- (a) the financial soundness, investment performance, fitness, or suitability (for meeting a Participant's objectives, future obligations under the Plan, or any other purpose) of any investment option offered pursuant to Section 8.01 or any investment vehicle in which amounts deferred under the Plan are actually invested or
- (b) the tax consequences of the Plan to any Participant, Beneficiary or any other person.

#### **XV. EMPLOYER PARTICIPATION**

Notwithstanding any other provisions of this Plan and if so specified in the Adoption Agreement, the Employer may contribute additional amounts into the Plan on behalf of any Participant, so long as the total amount contributed by the Employer when added to the Annual Deferral made by the Participant does not exceed the maximum deferral permitted by Article III for the calendar year. The amount of such Employer contribution and the Employees or

independent contractors eligible to receive such contributions shall be detailed in an amendment attached to this Plan document. Such Employer contributions shall be wages for services rendered by the Participant to the Employer during the payroll period contributed.

## **XVI. INTERPRETATION**

- 16.01 Governing Law. This Plan shall be construed under the laws of the state in which the Employer is located.
- 16.02 Internal Revenue Code § 457. This Plan is intended to be an eligible deferred compensation plan within the meaning of Code § 457 and shall be interpreted so as to be consistent with such Section and all regulations promulgated thereunder.
- 16.03 Word Usage. Words used herein in the singular shall include the plural and the plural the singular where applicable, and one gender shall include the other genders where appropriate.
- 16.04 Headings. The headings of sections, sections or other subdivisions hereof are included solely for convenience of reference. If there is any conflict between such headings and the text of the Plan, the text shall control.
- 16.05 Entire Agreement. This Plan, the executed Adoption Agreement and any properly adopted amendment thereof, shall constitute the total agreement or contract between the Employer and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by the Participant. This Plan and any properly adopted amendment shall be binding on the parties hereto and their respective heirs, administrators, Trustees, successors, assigns and on all designated Beneficiaries of the Participant.

ADOPTION AGREEMENT

GREAT-WEST RETIREMENT SERVICES®

SECTION 457(b)

ELIGIBLE DEFERRED COMPENSATION PLAN

FOR GOVERNMENTAL EMPLOYERS

Adopted By: CITY OF WICHITA  
Employer

CITY OF WICHITA EMPLOYEES' DEFERRED COMPENSATION PLAN  
Plan Name



**GREAT-WEST RETIREMENT SERVICES  
SECTION 457(b)  
ELIGIBLE DEFERRED COMPENSATION PLAN  
FOR GOVERNMENTAL EMPLOYERS**

The Employer named below is a governmental "eligible employer" within the meaning of Code § 457(e)(1)(A) and hereby establishes (or, as applicable, amends and restates) a deferred compensation plan for eligible Employees as provided in this Adoption Agreement and the accompanying 2009 Great-West Retirement Services Section 457(b) Eligible Deferred Compensation Plan sample Basic Plan Document.

**A. EMPLOYER INFORMATION.**

1. EMPLOYER'S NAME AND ADDRESS:

CITY OF WICHITA EMPLOYEES' DEFERRED COMPENSATION PLAN  
CITY HALL - 12TH FLOOR, 455 N. MAIN ST.  
WICHITA KS 67202

2. TELEPHONE NUMBER: 316-268-4544

3. TAX ID NUMBER: 48-6000653

4. NAME OF PLAN: CITY OF WICHITA EMPLOYEES' DEFERRED COMPENSATION PLAN

5. NAME OF PLAN ADMINISTRATOR (the Employer unless another person(s) is appointed as set forth in Section 11.02 of the Plan):

DEFERRED COMPENSATION MANAGEMENT BOARD OF TRUSTEES

**B. EFFECTIVE DATE.** *(Check box 1 OR box 2 and fill in the blank(s).)*

1. ☐ This is a new Plan having an effective date of the date the Employer executes this Adoption Agreement or, if later:\_\_\_\_\_.

2. ☒ This is an amended and restated Plan.

The effective date of the original Plan was July 23, 1991.

The effective date of the amended and restated Plan is the date the Employer executes this Adoption Agreement.

**C. CUSTODY OF ASSETS.** *(Check each box that applies.)*

Internal Revenue Code ("Code") § 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, as follows:

1. ☐ in a Trust pursuant to the provisions of Article VII of the Plan. The Employer, or certain employees (or holders of certain positions with Employer) as named in this Adoption Agreement shall be the Trustee. *Note: if the Employer is the Trustee, it is the responsibility of the Employer to determine that it has the authority under applicable law to act as Trustee.*
2. ☒ in a Trust pursuant to a separate written trust agreement entered into between the Employer and the bank or trust company named in this Adoption Agreement.
3. ☒ in one or more annuity contracts meeting the requirements of Code § 401(f).
4. ☐ in a custodial account meeting the requirements of Code § 401(f), pursuant to a separate written agreement with the Custodian named in this Adoption Agreement.

**D. ELIGIBLE EMPLOYEES.** *(Check each box that applies.)*

"Employee" shall mean:

1. ☒ any full-time employee
2. ☒ any permanent part-time employee
3. ☒ any seasonal, temporary or similar part-time employee
4. ☒ any elected or appointed official
5. ☐ any independent contractor
6. ☐ other employees: \_\_\_\_\_

who performs services for and receives any type of compensation from the Employer (or any agency, department, subdivision or instrumentality of the Employer) for whom services are rendered. If Box D.4. is not checked, elected or appointed officials will not be treated as Employees and will not be eligible to participate in the Plan, without regard to whether they are treated as common-law employees or independent contractors for other purposes.

The following are the additional requirements or limitations, if any, for one or more of the specified class(es) of employees to be eligible to participate in the Plan:

\_\_\_\_\_

\_\_\_\_\_

**E. PARTICIPANT LOANS.** *(Check Box 1 OR Box 2.)*

1. ☒ The Administrator MAY direct the Trustee to make Participant loans in accordance with Article IV of the Plan.
2. ☐ The Administrator MAY NOT direct the Trustee to make Participant loans in accordance with Article IV of the Plan.

**F. DISTRIBUTION OF SMALL ACCOUNT BALANCES.** *(Check Box 1, 2 OR 3.)*

1. ☐ The Administrator SHALL direct the Trustee to distribute account balances of \$1,000 or less meeting the requirements of Section 5.03(b) of the Plan without Participant consent.
2. ☐ The Administrator SHALL direct the Trustee to distribute account balances in excess of \$1,000 but not exceeding \$5,000 meeting the requirements of Section 5.03(b) of the Plan without Participant consent.
3. ☒ The Administrator SHALL NOT direct the Trustee distribute any account balances without Participant consent.

**G. IN-SERVICE DE MINIMIS DISTRIBUTIONS.** *(Check Box 1, 2, 3 OR 4.)*

1. ☐ The Administrator SHALL direct the Trustee to distribute account balances of \$1,000 or less meeting the requirements of Section 5.04(b) of the Plan without Participant consent.
2. ☐ The Administrator SHALL direct the Trustee to distribute account balances in excess of \$1,000 but not exceeding \$5,000 meeting the requirements of Section 5.04(b) of the Plan without Participant consent.
3. ☒ The Administrator SHALL NOT direct the Trustee to distribute any account balances without Participant consent. Administrator directs the Trustee to distribution any account balances with Participant consent meeting the requirements of Section 5.04(a)
4. ☐ The Administrator SHALL NOT direct the Trustee to distribute any account balances meeting the requirements of Section 5.04(a) or 5.04(b).

**H. ROLLOVERS.** *(Check each box that applies.)*

1. ☒ Rollovers from eligible Code § 457(b) plans SHALL BE allowed pursuant to Section 6.01 of the Plan.
2. ☒ Rollovers from plans qualified under Code §§ 401(a), 401(k), 403(a) and 403(b) SHALL BE allowed pursuant to Section 6.01 of the Plan.
3. ☒ Rollovers from Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed pursuant to Section 6.01 of the Plan.

**I. QUALIFIED DOMESTIC RELATIONS ORDERS.** *(Check Box 1 OR Box 2.)*

1. ☒ The Plan SHALL accept qualified domestic relations orders as provided in Section 15.02 of the Plan.
2. ☐ The Plan SHALL NOT accept qualified domestic relations orders as provided in Section 15.02 of the Plan.

**J. FICA REPLACEMENT ("3121") PLAN.**

Check each box that applies if this Plan is a retirement system providing FICA replacement retirement benefits pursuant to regulations under Code § 3121(b)(7)(F).

1. Eligible Employees *(check each box that applies)*:
  - a. ☐ full-time employees and/or
  - b. ☐ part-time employees, and complete the following.
  - c. ☒ elected officials who have elected not to be covered by Social Security
2. Contributions *(check each box that applies and fill in the appropriate blank)*:
  - a. ☒ The Employer shall make an annual contribution to each Participant's account equal to 0 (zero) percent of such Participant's Compensation.
  - b. ☒ Each Participant is required to make an annual contribution of 7.5 percent of Compensation.

*(Note: The total percentage of a and b must equal at least 7.5%.)*

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for De Minimis accounts, age 70 ½ and Unforeseeable Emergency distributions shall be null and void. In addition, Permissive Service Credit Transfers in Section 6.04 may not be made prior to Severance of Employment.

**K. NONELECTIVE EMPLOYER CONTRIBUTIONS.** *(Note any Employer contribution will reduce, dollar for dollar, the amount a Participant can contribute.)*  
*(Check Box 1 OR Box 2 AND complete Box 3.)*

1. ☐ The Employer will not make any nonelective employer contributions to the Plan.
2. ☒ The Employer will make nonelective employer contributions to the Plan. Such contributions are vested at 100% upon contribution to the plan for the following Eligible Employees: *(Complete Box a, b or c.)*

- a. ☐ all Eligible Employees checked in Section D. above and for the following amount \$ \_\_\_\_\_.
- b. ☒ only the following class(es) of Eligible Employees and amounts set forth below:  
The City of Wichita will contribute \$10.00 per pay period per full-time Teamster employee provided each full-time Teamster employee also contributes at least \$10.00 per pay period.
- c. ☐ to Eligible Employees selected by the employer in its sole discretion and in such amounts as the Employer may determine at its sole discretion.
3. Employees designated as eligible to receive nonelective employer contributions ☐ are ☐ are not required to complete enrollment forms in order to receive such contributions.

**L. AUTOMATIC ENROLLMENT.** *(Check Box 1 OR Box 2.)*

1. ☐ Effective for Plan Years beginning on and after \_\_\_\_\_, this Plan will use an automatic enrollment feature.
2. ☒ This Plan will NOT use automatic enrollment.

This Adoption Agreement to the sample Basic Plan Document attached hereto is duly executed on behalf of the Employer by the undersigned authorized signors.

The Employer further understands and acknowledges that:

- The sample Basic Plan Document including this Adoption Agreement is a sample provided as a courtesy to the Employer and has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- Great-West Retirement Services is not a party to the Plan and shall not be responsible for any tax or legal aspects of the Plan. The Employer assumes responsibility for these matters.
- Employer has counseled to the extent necessary, with its own legal and tax advisors.
- Great-West Retirement Services will send courtesy amendments for changes in applicable law to Employer's adopting this sample Basic Plan Document until a restated sample Basic Plan Document is made available. We will cease providing amendments to prior versions of the sample Basic Plan Document and only those Employers adopting the restated sample Basic Plan Document will receive sample amendments.

**EMPLOYER'S AUTHORIZED SIGNORS:**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: *Dan Reberthy, Esq.*  
City Attorney

**TRUSTEE**

A. Effective March 15, 2008, the following is hereby appointed as Trustee for and accepts the Trust created by the Employer's § 457(b) Deferred Compensation Plan or by a separate trust agreement to be entered into between the Employer and the person(s) or entity named in item 2 below:

1. **Complete this section only if box C. 1. was checked.**

☐ The Employer, which the undersigned represents is authorized and qualified to serve in such capacity under the applicable local law,

☐ The following named employees:

\_\_\_\_\_  
\_\_\_\_\_

2. **Complete this section only if box C. 2. was checked.**

☒ The following named bank or trust company:

Wells Fargo Bank, N.A.

B. Name(s) of Employee(s) authorized to issue instructions to Trustee named in A.2.:

Barbara Davis, Ryan Adkison, LeeAnn Casey

This Trustee appointment is duly signed on behalf of the Employer and the Trustee.

**EMPLOYER**

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Date]

**TRUSTEE**

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Date]

**TRUSTEE**

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Date]

**TRUSTEE**

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Date]

AMENDMENT TO

CITY OF WICHITA EMPLOYEES DEFERRED COMPENSATION PLAN

Pursuant to Section 11.02 of the Great-West Retirement Services® Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers adopted by City of Wichita Deferred Compensation Plan effective \_\_\_\_\_ the following amendments are made to the Plan and are effective \_\_\_\_\_.

1. Section 1.20 "Severance from Employment" is hereby amended to read as follows:

1.20 "Severance from Employment." The date the Employee dies, retires, or otherwise has a severance from employment with the Employer, as determined by the Administrator (and taking into account guidance issued under the Code). An Employee whose employment is interrupted by Qualified Military Service under Code § 414(u) shall be deemed severed from employment until such time as he or she is reemployed following the term of duty. Effective for Plan Years after December 31, 2008, if a Participant called to Qualified Military Service receives a distribution from the Plan due to severance, the Participant's deferrals to the Plan shall be suspended for six-months following the date of the distribution. All other Participants shall be deemed to have severed his employment with the Employer for purposes of this Plan when both parties consider the employment relationship to have terminated and neither party anticipates any future employment of the Participant by the Employer.

2. Section 7.12 Paragraph (f) is deleted in its entirety.
3. Section 9.03 Paragraph (a) is deleted in its entirety and the remaining Paragraphs shall be reordered (a) – (f).

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

City of Wichita Employees Deferred Compensation Plan

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

By: Jerry E. Reberby, Jr.  
City Attorney



**ORDINANCE NO. 49-017**

AN ORDINANCE AMENDING SECTION 2.30.150 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CITY OF WICHITA'S VOLUNTARY DEFERRED COMPENSATION PLAN, AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 2.30.150 of the Code of the City of Wichita, Kansas is amended to read as follows:

**2.30.150. Nonalienation of Interest.** Except for plan loans approved pursuant to the Loan Policy maintained by the administrator, no right or benefit of any participant or his beneficiary under this plan shall be subject to anticipation, alienation, assignment, sale, pledge, encumbrance or charge, and any attempt to otherwise anticipate, alienate, assign, sell, pledge, encumber or charge the same shall have no force or effect. If any participant or his beneficiary shall violate the terms of this section, or shall become bankrupt, then his rights and benefits hereunder shall, in the sole and absolute discretion of administrator, cease and terminate, and in such event administrator shall hold or apply an amount equal to the then-value of such rights and benefits, or any part thereof, for the benefit of participant or his beneficiary(ies), his spouse, children or other dependents, or any of them, in such manner and in such amounts as city shall direct.

SECTION 2. The original of Section 2.30.150 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 7<sup>th</sup> day  
of June, 2011.

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to Form:

---

Gary E. Rebenstorf, Director of Law

**ORDINANCE NO.**

AN ORDINANCE AMENDING SECTION 2.30.150 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CITY OF WICHITA'S VOLUNTARY DEFERRED COMPENSATION PLAN, AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 2.30.150 of the Code of the City of Wichita, Kansas is amended to read as follows:

**2.30.150. Nonalienation of Interest.** Except for plan loans approved pursuant to the Loan Policy maintained by the administrator, no ~~No~~ right or benefit of any participant or his beneficiary under this plan shall be subject to anticipation, alienation, assignment, sale, pledge, encumbrance or charge, and any attempt to otherwise anticipate, alienate, assign, sell, pledge, encumber or charge the same shall have no force or effect. If any participant or his beneficiary shall violate the terms of this section, or shall become bankrupt, then his rights and benefits hereunder shall, in the sole and absolute discretion of administrator, cease and terminate, and in such event administrator shall hold or apply an amount equal to the then-value of such rights and benefits, or any part thereof, for the benefit of participant or his beneficiary(ies), his spouse, children or other dependents, or any of them, in such manner and in such amounts as city shall direct.

SECTION 2. The original of Section 2.30.150 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_day  
of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
May 24, 2011

**TO:** Mayor and City Council

**SUBJECT:** Notice of Intent to Use Debt Financing for Roof Evaluation for Hail Damage

**INITIATED BY:** Department of Airports

**AGENDA:** Consent

---

**Recommendation:** Adopt the Resolution.

**Background:** The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations, or in the form of General Obligation bonds for long term financing.

**Analysis:** On May 24, 2011, the City Council, sitting as the Wichita Airport Authority, is being asked to approve a capital project to evaluate the damage to roofs on Authority-owned facilities which was caused by a significant hail storm in September, 2010. It is appropriate to make notice of the intent to use debt financing for this project with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by the City Council.

**Financial Considerations:** The total approved budget is \$50,000, which represents the maximum cost that will be financed with General Obligation bonds/notes. The source of repayment for the bonds/notes will be Airport revenues and/or insurance fund proceeds.

**Goal Impact:** The Airport's contribution to the Economic Vitality of Wichita is leveraged through the use of financing for capital projects.

**Legal Considerations:** The Law Department has approved the Authorizing Resolution as to form.

**Recommendation/Action:** It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

**Attachments:** Authorizing Resolution.

(Published in the Wichita Eagle on May 27 and June 3, 2011)

**RESOLUTION NO. No. 11-125**

A RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport; and,

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

**Roof Evaluation for Hail Damage**

to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project").

SECTION 2. That the cost of the above described Project is estimated to be Fifty Thousand Dollars (\$50,000), exclusive of the cost of interest on borrowed money, to be paid by the Wichita Airport Authority of the City of Wichita and/or insurance fund proceeds. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed \$50,000.

SECTION 3. That to the extent the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once each week for two consecutive weeks in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, May 24, 2011.

---

CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

---

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
May 24, 2011

**TO:** Mayor and City Council Members

**SUBJECT:** Sidewalk Repair and Sidewalk Cleaning Assessment Program (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the Assessments and Ordinances.

**Background:** State Law and City Policy provide that sidewalk maintenance is the responsibility of abutting property owners. When sidewalk trip hazards are identified, property owners are required to make repairs, either with its contractor or with the City's contractor, or clean the sidewalk if needed. Property owners who use the City's contractor have the opportunity to spread the cost over five years as a special assessment.

Sidewalks are condemned in all districts and then listed in a logical order for the contractor to repair. The list of sidewalk repairs include all districts. The lists do not go to City Council until the sidewalks have been repaired.

**Analysis:** Ordinances have been prepared to establish authority to use special assessment funding for the current list of repaired and cleaned sidewalks.

**Financial Considerations:** Statements of Charges will be mailed to the property owners on June 10, 2011. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the February 2011 bonds sold. The principal and interest will then be spread over 5-years and placed on the 2011 tax roll.

**Goal Impact:** This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal and the Ensure Efficient Infrastructure goal by reducing sidewalk trip hazards and improving the appearance of sidewalks.

**Legal Considerations:** ~~These assessments are in accordance with Law Department.~~ *The ordinances have been approved as to form by the Law Department.*

**Recommendation/Action:** It is recommended that the City Council approve the proposed Assessments and place the Ordinance on first reading.

**Attachments:** Property Address – Special Assessment



<u>Key #</u>	<u>PIN #</u>	<u>Property Address</u>	<u>Total Cost</u>	<u>District #</u>
C-51898	446997	11220 E Tipperary	161.00	2
C-51900	446999	11236 E Tipperary	246.75	2
C-51998	447096	703 N Balthrop Cir	1379.00	2
C-57480	511652	12602 E Mainsgate	238.00	2
C-57485	511659	12406 E Mainsgate	232.40	2
C-45353-1	192275	8442 E 37th St N	284.20	2
C-45353	192274	37th St N Comotara W to 8442 E 37th St N	1167.60	2
C-46112	193088	37th St N 8442 Wt including Drainage Creek	894.60	2
C-46111	193087	37th St N from Drainage Creek W to Rock Rd	1100.40	2
C-32887	177970	6401 E 14th St N (on Woodlawn)	309.40	2
C-34082	178935	1451 N Woodlawn St	155.40	1
C-32822	177905	6401 E Aberdeen (on Woodlawn)	303.80	2
C-34097	178952	6403 E 16th St N (on Woodlawn)	354.20	2
C-34091	178944	1546 Spring (on Woodlawn)	428.75	1
C-34086	178939	1527 N Woodlawn	137.90	1
C-34113	178968	6404 E 16th St N (on Woodlawn)	127.40	2
C-36697	181637	2199 N Woodlawn	350.00	1
C-36698-2	181640	2129 N Woodlawn	210.00	1
C-32666	177792	636 N Armour	133.00	2
C-28051	173468	681 N Armour	120.40	2
C-14818	160729	845 N Parkwood	634.20	1
C-14819	160730	839 N Parkwood	250.64	1
c-14821	160732	827 N Parkwood	407.40	1
C-14823	160734	815 N Parkwood	404.60	1
C-14825	160736	803 N Parkwood	404.60	1
C-14786	160697	802 N Parkwood	302.40	1
C-14787	160698	808 N Parkwood	529.20	1
C-14788	160699	814 N Parkwood	373.80	1
C-14789	160700	820 N Parkwood	557.20	1
C-14790	160701	826 N Parkwood	770.00	1
C-14791	160702	832 N Parkwood	463.40	1
C-14793	160704	844 N Parkwood	406.20	1
C-14794	160705	850 N Parkwood	287.00	1
C-04962	141232	304 N Belmont (on 2nd)	136.50	2
C-04943	141212	302 N Broadview (on 2nd)	565.65	2
C-05043	141318	243 N Belmont	864.50	2
C-05063	141339	256 N Belmont	689.50	2
C-04907	141174	308 N Fountain	143.50	2
C-03970	140122	251 N Bluff	361.20	2
C-04888	141154	324 N Bluff	194.60	2
C-04886	141152	304 N Bluff	182.00	2
C-08253	152879	315 N Bluff	155.75	2
C-38604	183867	338 N Lorraine	245.00	1
C-01963	137752	209 N Volutsia	961.25	1

C-01962	137751	215 N Volutsia	397.25	1
C-01961	137750	217 N Volutsia	245.00	1
C-01960	137749	223 N Volutsia	530.15	1
C-01959	137748	225 N Volutsia	159.25	1
C-01957	137746	229 N Volutsia	166.25	1
C-01955	137744	245 N Volutsia	514.20	1
C-01954	137743	247 N Volutsia	614.10	1
C-01921	137710	2801 E 2nd	136.50	1
C-01919	<a href="#">137708</a>	248 N Volutsia	289.80	1
C-01920	<a href="#">137709</a>	246 N Volutsia	235.20	1
C-01947	137736	234 N Volutsia	126.00	1
C-01948	137737	232 N Volutsia	240.80	1
C-01949	137738	230 N Volutsia	308.00	1
C-01950	137739	222 N Volutsia	362.60	1
C-01951	137740	218 N Volutsia	179.04	1
C-01922	137711	2800 E 1st	1329.52	1
C-02514	138386	956 N Grove	1005.36	1
C-00051	134471	245 N Kansas	507.96	1
C-00066	134507	1728 Mildred (on Kansas)	2016.00	1
C-19666	165264	641 S Pinecrest	322.40	3
C-12340	158045	607 Sylvan Lane	362.60	3
C-12341	158046	611 Sylvan Lane	126.00	3
C-12342	158047	617 Sylvan Lane	243.60	3
C-12345	158050	633 Sylvan Lane	168.00	3
C-12347	158052	641 Sylvan Lane	236.60	3
C-12348	158053	647 Sylvan Lane	254.31	3
C-12413	158113	607 S Edgemoor	406.00	3
C-12417	158116	623 S Edgemoor	305.08	3
C-16920	162707	658 S Edgemoor	350.00	3
C-16917	162704	640 S Edgemoor	377.00	3
C-16915	162702	626 S Edgemoor	177.80	3
C-16913	162700	616 S Edgemoor	514.44	3
C-16912	162699	608 S Edgemoor	358.40	3
C-16911	162698	602 S Edgemoor	554.60	3
C-12436	158136	701 S Edgemoor	226.80	3
C-12439	158140	717 S Edgemoor	239.40	3
C-12440	158141	721 S Edgemoor	219.76	3
C-12442	158143	733 S Edgemoor	291.20	3
C-12443	158144	739 S Edgemoor	170.80	3
C-12444	158145	743 S Edgemoor	232.40	3
C-12445	158146	751 S Edgemoor	359.80	3
C-12446	158147	753 S Edgemoor	373.80	3
C-16938	162725	746 S Edgemoor	128.80	3
C-16936	162723	732 S Edgemoor	126.00	3
C-16932	162719	708 S Edgemoor	272.00	3
C-16921	162708	657 S Christine	126.00	3
C-16926	162713	625 S Christine	177.80	3
C-16926-1	162714	619 S Christine	225.40	3

C-16930	162717	601 S Christine	266.00	3
C-17620	163391	1826 S Ridgewood	217.00	3
C-17617	163388	5501 E Funston (on Ridgewood)	350.00	3
C-17575	163346	5417 E Funston (on Ridgewood)	182.00	3
C-17611	163382	1833 S Ridgewood	183.40	3
C-17610	163381	1839 S Ridgewood	154.00	3
C-17609	163380	1845 S Ridgewood	214.20	3
C-17608	163379	1851 S Ridgewood	190.00	3
C-17603	163374	1915 S Ridgewood	140.00	3
C-17599	163370	1939 S Ridgewood	183.40	3
C-17598	163369	1945 S Ridgewood	182.00	3
C-17630	163401	1920 S Ridgewood	303.36	3
C-17568	163339	1851 S Parkwood	126.00	3
C-17584	163355	1850 S Parkwood	126.00	3
C-17585	163356	1856 S Parkwood	183.40	3
C-17684	163464	1724 S Parkwood	157.50	3
C-19396	165060	5325 E Harry (at corner)	143.50	3
C-17555	163326	5302 E Mount Vernon	294.00	3
C-17549	163320	1916 S Old Manor	257.60	3
C-17545	163316	1856 S Old Manor	347.20	3
C-17544	163315	1850 S Old Manor	404.60	3
C-17541	163312	1832 S Old Manor	354.20	3
C-17540	163311	1826 S Old Manor	401.80	3
C-17537	163308	5301 E Funston (on Old Manor)	686.00	3
C-17534	163305	1801 S Old Manor	239.40	3
C-17530	163301	1827 S Old Manor	238.00	3
C-17526	163297	1851 S Old Manor	630.00	3
C-17525	163296	1857 S Old Manor	412.02	3
C-17522	163293	1907 S Old Manor	126.00	3
C-17520	163291	1921 S Old Manor	404.60	3
C-17517	163288	1939 S Old Manor	306.12	3
C-17516	163287	1945 S Old Manor	238.00	3
C-17514	163285	1955 S Old Manor	462.00	3
C-17482	163253	1907 S Pinecrest	183.40	3
C-17480	163251	1921 S Pinecrest	126.00	3
C-17478	163249	1933 S Pinecrest	182.00	3
C-17513	163284	1956 S Pinecrest	126.00	3
C-17509	163280	1932 S Pinecrest	415.48	3
C-17508	163279	1926 S Pinecrest	438.20	3
C-17505	163276	1908 S Pinecrest	182.00	3
C-17465	163236	1902 S Battin	124.60	3
C-17438	163209	1933 S Battin	123.20	3
C-17470	163241	1932 S Battin	126.00	3
C-17407	163178	1845 S Bleckley	123.20	3
C-17406	163177	1851 S Bleckley	112.00	3
C-17395	163166	4918 E Mount Vernon	198.80	3
C-19584	165182	1831 S Elpyco	170.80	3
C-19585	165183	1825 S Elpyco	183.40	3

C-19586	165184	1821 S Elpyco	238.00	3
C-19556	165175	1808 S Glendale	126.00	3
C-19558	165177	1824 S Glendale	326.20	3
C-19560	165179	1836 S Glendale	184.80	3
C-41057	186938	4308 E Harry	257.60	3
C-08102	152720	651 S Estelle	322.36	1
C-08099	152717	641 S Estelle	200.20	1
C-08098	152716	633 S Estelle	190.40	1
C-08097	152715	627 S Estelle	130.20	1
C-08096	152714	621 S Estelle	217.20	1
C-08095	152713	613 S Estelle	136.20	1
C-08094	152712	611 S Estelle	113.40	1
C-08092	152710	601 S Estelle	187.60	1
C-08113	152731	602 S Estelle	144.20	1
C-08114	152732	608 S Estelle	141.40	1
C-08115	152733	614 S Estelle	225.40	1
C-08116	152734	616 S Estelle	240.80	1
C-08119	152737	632 S Estelle	144.20	1
C-08121	152739	640 S Estelle	590.80	1
C-08123-1	152743	656 S Estelle	281.40	1
C-08122-1	152741	652 S Estelle	140.00	1
C-08122	152740	650 S Estelle	267.80	1
C-08080	152698	648 S Green	210.00	1
C-08079	152697	644 S Green	140.00	1
C-08075	152693	620 S Green	228.20	1
C-08074	152692	616 S Green	306.60	1
C-08073	152691	612 S Green	284.20	1
C-19635	165233	1819 S Estelle	127.40	3
C-19634	165232	1825 S Estelle	180.60	3
C-19633	165231	1831 S Estelle	455.00	3
C-19631	165229	1843 S Estelle	179.20	3
C-19630	165228	1849 S Estelle	183.40	3
C-19465	165129	1858 S Estelle	180.60	3
C-19462	165126	1842 S Estelle	257.20	3
C-19460	165124	1832 S Estelle	134.40	3
C-19459	165123	1828 S Estelle	382.20	3
C-19457	165121	1818 S Estelle	236.60	3
C-19456	165120	1812 S Estelle	334.20	3
C-19455	165119	1808 S Estelle	303.80	3
C-19454	165118	1802 S Estelle	506.80	3
B-07622	127233	1257 S Hydraulic (on Bayley)	222.60	1
B-07611	127228	1612 E Bayley	1769.00	1
B-07868	127506	1302 S Greenwood (on Bayley)	492.80	1
B-07879	127518	1303 S Hydraulic (on Bayley)	299.60	1
B-08087	127740	1501 S Ellis	152.25	1
B-08087-B	127742	1511 S Ellis	245.00	1
B-08088	127744	1529 S Ellis	150.50	1
B-08090	127746	1537 S Ellis	403.25	1

B-08115	127775	1508 E Harry (on Ellis)	295.40	1
B-08112	127772	1542 S Ellis	126.00	1
B-08111	127771	1538 S Ellis	130.20	1
B-08110	127770	1532 S Ellis	134.80	1
B-08109	127769	1520 S Ellis	236.60	1
B-08107	127767	1514 S Ellis	126.00	1
B-08106	127766	1512 S Ellis	123.20	1
C-22184-1	167697	1704 E Scott (on Hydraulic)	212.80	3
C-25640	171025	2524 S Hydraulic	231.00	3
C-25638	171023	2516 S Hydraulic	308.20	3
B-10975	131214	1210 Crowley	137.20	3
B-10976	131215	1214 Crowley	271.60	3
B-10977	131216	1220 Crowley	98.00	3
B-10978	131217	1226 Crowley	182.00	3
B-10979	131218	1232 Crowley	126.00	3
B-10982	131221	1233 Crowley	123.20	3
B-10984	131223	1221 Crowley	295.40	3
B-10986	131225	1207 Crowley	355.60	3
B-07994	127644	1501 Pattie	452.20	1
B-07995	127645	1505 Pattie	210.00	1
B-07996	127646	1509 Pattie	404.60	1
B-07997	127647	1511 Pattie	126.00	1
B-07998	127648	1515 Pattie	302.00	1
B-08000	127650	1523 Pattie	292.60	1
B-08002	127652	1533 Pattie	107.80	1
B-08003	127653	1535 Pattie	310.80	1
B-08004	127654	1539 Pattie	270.20	1
B-08028	127678	1536 Pattie	345.80	1
B-08026	127676	1528 Pattie	95.20	1
B-08025	127675	1526 Pattie	595.00	1
B-08024	127674	1520 Pattie	169.40	1
B-08023	127673	1516 Pattie	319.20	1
B-08022	127672	1512 Pattie	260.80	1
B-08021	127671	1510 Pattie	127.60	1
B-08020	127670	1508 Pattie	128.80	1
B-08019	127669	1504 Pattie	411.60	1
B-07984	127633	1401 Pattie	210.00	1
B-07985	127634	1407 Pattie	483.00	1
B-07986	127635	1411 Pattie	229.60	1
B-07987	127636	1419 Pattie	226.00	1
B-07987-1	127637	1421 Pattie	519.60	1
B-07989	127639	1427 Pattie	407.40	1
B-07991	127641	1437 Pattie	239.40	1
B-07992	127642	1455 Pattie	519.40	1
B-07993	127643	1457 Pattie	614.60	1
B-08017	127667	1456 Pattie	1078.00	1
B-08016	127666	1454 Pattie	612.80	1
B-08015	127665	1446 Pattie	186.20	1

B-08014	127664	1442 Pattie	238.00	1
B-08009	127659	1414 Pattie	408.80	1
B-08008	127658	1410 Pattie	351.40	1
B-08007	127657	1406 Pattie	120.40	1
B-08006	127656	1403 Pattie	494.20	1
B-07738	127364	1305 Pattie (on Bayley)	560.00	1
B-07740	127366	1311 Pattie	348.60	1
B-07741	127367	1317 Pattie	168.00	1
B-07742	127368	1319 Pattie	126.00	1
B-07743	127369	1327 Pattie	306.80	1
B-07744	127370	1329 Pattie	298.20	1
B-07747	<a href="#">127373</a>	1335 Pattie	308.00	1
B-07767	127394	1326 Pattie	238.00	1
B-07766	127393	1322 Pattie	186.20	1
B-07765	127392	1320 Pattie	127.40	1
B-07763	127390	1308 Pattie	292.60	1
B-07762	127389	1302 Pattie	429.80	1
B-08507-2	128273	1754 S Ida	576.80	3
B-04288-1	123306	436 S Emporia	871.00	1
B-04743	123827	939 S Emporia (on Gilbert)	155.75	1
B-04741	123825	parking lot north of 939 S Emporia	351.75	1
B-04737	123821	919 S Emporia	418.25	1
B-04736	123820	911 S Emporia	161.00	1
B-04735	123819	907 S Emporia	122.50	1
B-04805	123903	900/902 S Emporia	360.50	1
B-04806	123904	904 S Emporia	353.50	1
B-04807	123905	912 S Emporia	241.50	1
B-04808	123906	914 S Emporia	237.55	1
B-04810	123908	926 S Emporia	155.75	1
B-04812	123910	934 S Emporia	122.50	1
B-04813	123911	938 S Emporia	227.50	1
B-04814-1	123913	940 S Emporia (on Gilbert)	460.60	1
B-05390	124542	1306 S Emporia	270.20	1
B-14489	134289	1360 S Broadway (on Topeka)	618.80	1
B-14489-1	134290	1415 S Topeka	460.60	1
B-05167	124304	1441 S Topeka	182.00	1
B-05241	124379	1432 S Topeka (parking lot) 1432 S Topeka (on Zimmerly)	1528.68	1
B-05258	124397	(parking lot)	238.00	1
B-05375	124527	1346 S Topeka	389.20	1
B-05370-1	124522	1330 S Topeka (parking lot)	194.60	1
B-05367	124518	1310 S Topeka (parking lot)	390.60	1
B-05366	124517	1304 S Topeka	361.20	1
B-05365-1	124516	1302 S Topeka	131.60	1
A-06985	107314	1701 S Water	429.80	3
A-07443	107817	215 W Osie	196.00	3
A-07446	107820	1704 S Wichita	882.78	3
A-07445	107819	1702 S Wichita	308.00	3

A-07444	107818	1700 S Wichita	725.20	3
A-07442	107816	1654 S Wichita	1074.50	3
A-06984	107312	210 W Osie	143.50	3
D-05833	206129	1302 W 2nd St N	212.80	4
D-03959-1	203631	162 N Richmond	133.00	6
D-03959	203630	2521 W 1st St N	281.40	6
D-03949	203620	159 N Meridian (on 1st)	277.20	6
D-05967	206272	201 N Meridian (on 1st)	421.40	6
D-05972	206277	204 N Richmond (on 1st)	281.40	6
D-03961	203633	154 N Richmond	127.40	6
D-03968	203640	120 N Richmond	219.80	6
D-03983	203656	119 N Richmond	196.00	6
D-03977	203650	149 N Richmond	210.00	6
D-03975	203648	155 N Richmond	162.40	6
D-03974	203647	157 N Richmond	226.80	6
D-00720	199387	858 S Martinson	1023.75	4
D-28203	229129	3825 S Seneca (on Carey)	736.40	4
D-13719	214900	1903 W 29th St S (on Glenn)	126.00	4
D-13718	214899	3009 S Glenn	126.00	4
D-13717	214898	3015 S Glenn	238.00	4
D-13716	214897	3021 S Glenn	126.00	4
D-13714	214895	3033 S Glenn	126.00	4
D-13713	214894	3039 S Glenn	200.20	4
D-13712	214893	3045 S Glenn	267.64	4
D-13710	214891	3057 S Glenn	249.20	4
D-13709	214890	3063 S Glenn	191.80	4
D-13708	214889	3069 S Glenn	183.40	4
D-13706	214887	1904 W 30th St S (on Glenn)	183.40	4
D-14650	215827	3356 S Bonn	240.80	4
D-14649	215826	3350 S Bonn	124.60	4
D-14648	215825	3342 S Bonn	173.60	4
D-14647	215824	3336 S Bonn	187.60	4
D-14646	215823	3330 S Bonn	229.60	4
D-14645	215822	3324 S Bonn	168.00	4
D-14642	215819	3304 S Bonn	357.00	4
D-27554	228418	2482 Bonn	424.20	4
D-27558	228422	2452 Bonn	138.60	4
D-27522	228386	2465 Bonn	140.00	4
D-27523	228387	2471 Bonn	148.00	4
D-27524	228388	2477 Bonn	140.00	4
D-27526	228390	2489 Bonn	268.68	4
D-27527	228391	2503 Hiram	487.20	4
D-27567	228432	2308 S Everett	505.40	4
D-27568	228433	2318 S Everett	260.40	4
D-27569	228434	2328 S Everett	280.00	4
D-18580	220127	2201 W 32nd St (on Everett)	407.40	4
D-18582	220129	3309 S Everett	414.40	4
D-18583	220130	3313 S Everett	532.00	4

D-18585	220132	3321 S Everett	350.00	4
D-18586	220133	3325 S Everett	182.00	4
D-18587	220134	3329 S Everett	292.60	4
D-18588	220135	3333 S Everett	459.20	4
D-18589	220136	3337 S Everett	266.00	4
D-18590	220137	2202 W 33rd St (on Everett)	126.00	4
D-03826	203475	201 S Gordon	1008.60	4
D-08903	209914	1102 S Gordon	126.00	4
D-08903-1	209915	1106 S Gordon	180.60	4
D-08903-2	209916	1112 S Gordon	292.60	4
D-08903-3	209917	1116 S Gordon	296.80	4
D-08903-4	209918	1122 S Gordon	294.00	4
D-08903-6	209920	1134 S Gordon	168.00	4
C-08903-7	209921	1138 S Gordon	158.20	4
D-29621	230654	3151 S West St	1735.20	4
D-38134	240162	10627 W Texas	238.00	5
D-38133	240160	10705 W Texas	126.00	5
D-38131	240156	10725 W Texas	238.00	5
D-38129-1	240153	166 S Lark	182.00	5
D-38104	240118	10738 W Texas	205.80	5
D-38104-1	335708	10736 W Texas	126.00	5
D-38128-1	240151	10720 W Texas	348.60	5
D-38127-1	240149	10708 W Texas (on Texas Ct.)	305.20	5
D-38126	240146	10626 W Texas Ct	184.80	5
D-38126-1	240147	10624 W Texas Ct	128.80	5
D-38125-1	240145	10622 W Texas	128.80	5
D-54556	485809	13950 Highland Springs	197.40	5
D-54439	485691	407 Aksarben	354.20	5
D-50528	449093	13655 Highland Springs Ct. (on Highland Springs)	536.20	5
D-50530	449095	SWC Highland Springs & 135th St W Highland Springs between 13655 &	144.20	5
D-50529	449094	13703 Highland Springs Cts Highland Springs between Remington &	138.60	5
D-54558	485811	Hardtner	1129.80	5
D-40771	243462	11814 W Alderny (on 119th W)	208.60	5
D-40755	243446	1313 Pine Grove Ct (on 119th W)	134.40	5
D-39352	241891	12008 Briarwood Cr (on 13th N)	149.80	5
D-39357	241897	1310 N Coach House (on 119th)	138.60	5
D-59386	540093	10022 W Westlakes Ct	423.50	5
D-48400	332634	2709 Lakeridge	491.20	5
D-48401	332635	2705 Lakeridge	177.80	5
D-36367	238154	8820 Westlawn	728.00	5
D-36367-1F	238198	9040 Westlawn	420.00	5
D-22753	223695	1202 N Brunswick (on 11th)	210.00	5
D-22754	223696	7308 W 11th	315.00	5
D-28357	229307	7300 W 11th	246.40	5
D-28355	229304	7200 W 11th	470.40	5
D-22752	223694	1144 N Brunswick (on 11th)	355.60	5



D-17107	218314	3808 W 19th N	140.00	6
D-17114	218321	3920 W 19th N	281.40	6
D-17115	218322	3926 W 19th N	140.00	6
D-17117	218324	3919 W 19th N	350.00	6
D-17118	218325	3909 W 19th N	208.60	6
D-17119	218326	3903 W 19th N	281.40	6
D-17120	218327	3823 W 19th N	112.00	6
D-17121	218328	3815 W 19th N	208.60	6
D-17122	218329	3809 W 19th N	124.60	6
A-05338-2B	105613	1848 N Woodrow Ct	441.00	6
A-03126	102644	2560 N Waco (on 25th)	170.80	6
A-03403	103005	2604 N Fairview (on 25th)	287.00	6
A-03380	102971	2602 N Waco (on 25th)	278.60	6
A-02822	102299	2255 N Broadway (on 22nd St N)	470.82	6
A-00363-1	99706	1001 N Broadway	1351.35	6
A-01512	100807	1243 N Market (on 11th)	292.60	6
A-04818	104624	1104 W 13th St N	348.60	6
A-04817	104623	1108 W 13th St N	257.60	6
A-04816	104622	1110 W 13th St N	204.05	6
A-04815	104621	1122 W 13th St N	541.45	6
A-04811-A	104615	1115 W 13th St N	249.55	6
A-04810-1	104614	1133 W 13th St N	402.48	6
A-04810	104613	1145 W 13th St N	295.40	6
A-04029-1	103565	1058 Coolidge	127.40	6
A-04028	103563	1052 Coolidge	238.00	6
A-04021	103556	1016 Coolidge	141.80	6
A-04020	103555	1012 Coolidge	191.80	6
A-04018	103552	1002 Coolidge	203.00	6
A-04086	103623	1001 Coolidge (on Harrison)	254.80	6
A-04089	103626	1017 Coolidge	146.08	6
A-04093	103630	1037 N Coolidge	219.40	6
A-05432	105774	753 Litchfield	315.00	6
A-05434	105776	745 Litchfield	128.80	6
A-05435	105777	739 Litchfield	571.20	6
A-05436	105778	735 Litchfield	187.60	6
A-05437	105779	733 Litchfield	126.00	6
A-05438	105780	725 Litchfield	643.68	6
A-05441-A	105786	707 Litchfield	308.00	6
A-05456	105802	712 Litchfield	302.40	6
A-05449	105796	1427 W Murdock (on Litchfield)	555.20	6
A-01048	100302	1003 N Jackson (on 9th)	253.75	6
A-01070	100327	431 W 9th St N	357.76	6
A-01056	100311	1004 N Lewellen	245.00	6
A-15906-2	116113	271 W 3rd St N (on Water)	275.80	6
A-15906-1	116112	301 N Main (on Water)	137.20	6
A-00211	99449	135 N Main	191.10	6
D-00167	198084	900 W Douglas (on Handley)	753.96	6
B-00534	119088	511 N Emporia	259.00	6

B-01125	119696	1202 N St Francis (on 11th)	273.00	6
B-01147-1	119725	618 E 11th St N	388.36	6
		vacant lot on the NW corner of 11th St N		
B-01147	119724	& Santa Fe	182.00	6
B-02308	120968	1106 E 2nd Street North	1005.80	1
B-02277	120936	327 N Wabash	236.00	1
B-06848-1A	126381	1300 E Lewis	420.00	1
B-06918	126455	401 S Pattie	503.25	1
B-06813	126338	409 S Lulu (on Lewis)	340.20	1
B-08955	129082	354 S Lulu	121.80	1
B-06839	126365	310 S Pattie	157.50	1
B-06833-1	126360	302 S Pattie	235.20	1
B-13170-1	132839	311 S Pattie	242.20	1
B-06850	126385	329 S Pattie	91.00	1
B-06851	126386	331 S Pattie	105.00	1
B-06852	126387	343 S Pattie	209.08	1
B-06853	126388	351 S Pattie	112.00	1
B-06854	126389	355 S Pattie	211.40	1
B-06855	126390	357 S Pattie	618.80	1
C-00049	134447	1728 E Victor	348.60	1
C-00048	134445	1726 E Victor	201.60	1
C-00046-1A	134438	1710 E Victor	832.60	1
C-00046-1A	134433	140 N Hydraulic	1007.20	1
C-09995	154723	1713 E 1st St N	447.76	1
B-02632	121295	123 N Hydraulic	124.60	1
C-00028	134386	1700 E Douglas	284.83	1
C-00039	134412	100 N Hydraulic	678.20	1
C-09839	154540	228 S Kansas	649.80	1
C-09840	154541	224 S Kansas	210.00	1
C-09841	154542	220 S Kansas	212.80	1
C-09842	154543	218 S Kansas	633.32	1
C-09843	154544	212 S Kansas	440.00	1
C-09845	154546	1801 E English (on Kansas)	322.68	1
C-00229	134940	323 N Ash	245.00	1
A-16580	116923	1919 N Amidon	392.28	6
C-08338	152974	617 N Oliver	140.3	1
C-08334	152970	647 N Oliver	105.15	1

Published In The Wichita Eagle On **June 10, 2011**

ORDINANCE NO. 49-015

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

<b>Legal of Parcel in Benefit District</b>	<b>Assessment</b>
LOTS 902-904 JACKSON ST. GREIFFENSTEIN'S 7TH. ADD.	253.75
LOTS 901-903 LEWELLEN AVE. GREIFFENSTEIN'S 7TH. ADD.	245.00
LOTS 118-120 NINTH ST. GREIFFENSTEIN'S 7TH. ADD.	357.76
EVEN LOTS 288 TO 316 INC. & 1/2 VAC 12TH ST ON N MAIN ST. HYDE & FERRELL'S ADD. EXEMPT 6076-0	292.60
LOTS 1-3 & N 15 FT LOT 5 BLOCK 1 HIGHLAND ADD.	470.82
LOT 675 EXC S 10 FT-ALL LOT 677 JEWETT NOW WACO AVE. ROSENTHAL'S SUB.	170.80
LOTS 94-96 WACO AVE. MC TAGGART'S ADD.	278.60
LOTS 90-92-94-96 WICHITA ST. MC TAGGART'S ADD.	287.00
W 101 FT LOTS 98-100 COOLIDGE AVE. RIVERSIDE ADD.	203.00
LOTS 106-108 COOLIDGE AVE. RIVERSIDE ADD.	191.80
LOTS 110-112 COOLIDGE AVE. RIVERSIDE ADD.	141.80
LOTS 138-140 COOLIDGE AVE. RIVERSIDE ADD.	238.00
W 102 FT OF LOTS 142-144 COOLIDGE AVE. RIVERSIDE ADD.	127.40

LOTS 97-99 COOLIDGE AVE. RIVERSIDE ADD.	254.80
LOTS 109-111 COOLIDGE AVE. RIVERSIDE ADD.	146.08
LOTS 125-127 COOLIDGE AVE. RIVERSIDE ADD.	219.40
LOTS 1-3-5-7-9-11-13-15-17-19-21 & W 20 FT LOT 23 LYING N OF CENTER OF LITTLE RIVER EXC PT FOR STANLEY ST & EXC .03A CC-13909-68 ORCHARD BEACH ADD.	295.40
E 5 FT LOT 23-ALL LOTS 25-27-29-31 & W 15 FT LOT 33 EXC PT LOT 25 TO CITY RIVERSIDE NOW STANLEY ORCHARD BEACH ADD.	402.48
E 10 FT LOT 33-ALL LOTS 35-37-39-41& LOT 43 EXC E 7.4 FT & EXC .013A CC 13909-68 RIVERSIDE NOW STANLEY AVE. ORCHARD BEACH ADD.	249.55
E 10 FT LOT 26 & ALL LOTS 28-30-32 RIVERSIDE NOW STANLEY AV. ORCHARD BEACH ADD.	541.45
LOTS 34-36 RIVERSIDE NOW STANLEY AVE. ORCHARD BEACH ADD.	204.05
LOTS 38-40 STANLEY AVE. ORCHARD BEACH ADD.	257.60
LOTS 42-44-46 - ALL LOT 48 EXC E 7.4 FT. RIVERSIDE NOW STANLEY AVE. ORCHARD BEACH ADD.	348.60
LOTS 7-9-11 COOLIDGE AVE. FORD & CRANES'S ADD.	441.00
LOTS 4-6 LITCHFIELD AVE. STACKMAN'S ADD.	315.00
LOTS 12-14 LITCHFIELD AVE. STACKMAN'S ADD.	128.80
LOTS 16-18 LITCHFIELD AVE. STACKMAN'S ADD.	571.20
LOTS 20-22 LITCHFIELD AVE. STACKMAN'S ADD.	187.60
LOTS 24-26 LITCHFIELD AVE STACKMAN'S ADD.	126.00
LOTS 28-30 LITCHFIELD AVE. STACKMAN'S ADD.	643.68
LOT 40 EXC S 3.9 FT W 36.54 FT - E 103.5 FT LOT 42 & E 103.5 FT N 10.5 FT LOT 44 LITCHFIELD AVE STACKMAN'S ADD.	308.00
W1/2 LOTS 3-5-7-9 LITCHFIELD AVE. STACKMAN'S 2ND. ADD.	555.20
S 1-1/2 FT LOT 29-ALL LOTS 31-33 & N 3.5 FT LOT 35 & 1/2 VAC ALLEY ON E LITCHFIELD AVE. STACKMAN'S 2ND. ADD.	302.40
LOTS 44-46-48 EXC E 95.1 FT WATER ST. ENGLISH'S 6TH. ADD.	143.50

LOTS 50-52 WATER ST. ENGLISH'S 6TH. ADD.	429.80
LOTS 45-47 WICHITA ST. SMITH & STOVER'S ADD	1,074.50
E 42 FT LOTS 49-51 WICHITA ST. SMITH & STOVER'S ADD.	196.00
W 98 FT LOTS 49-51 WICHITA ST. SMITH & STOVER'S ADD.	725.20
LOTS 53-55 WICHITA ST. SMITH & STOVER'S ADD.	308.00
LOTS 57-59 WICHITA ST SMITH & STOVER'S ADD	882.78
PT BLOCK 2 BEG SE COR W 248.08 FT NWLY ALG WLY LI 486.38 FT E 571.78 FT TO E LI S 345.26 FT TO BEG. ADMINISTRATIVE CENTER	137.20
N 245.41 FT W 281 FT BLOCK 2 ADMINISTRATIVE CENTER ADD.	275.80
LOT 2 & S 11 FT LOT 4 EMPORIA AVE. J. P. HILTON'S ADD.	259.00
LOTS 250-252 4TH. NOW ST. FRANCIS AVE. FERRELL'S 2ND. ADD.	273.00
LOTS 249-251-253-255 EXC W 56 FT 5TH. NOW SANTA FE AVE FERRELL'S 2ND. ADD.	182.00
E 48 FT W 56 FT LOTS 249-251- 253-255 SANTA FE AVE. FERRELL'S 2ND. ADD.	388.36
LOT 36 WABASH AVE. MATHEWSON'S 2ND. ADD.	236.00
LOTS 25 & 27 WABASH AVE. MATHEWSON'S 2ND. ADD.	1,005.80
N 10 FT LOT 41 & S 40 FT LOT 42 EXCE 10 FT FOR ST. SUPPL. TO MATHEWSON'S ADD.	124.60
LOT 103 EXC N 18.1 FT ALL LOTS 105-107 EMPORIA AVE. ENGLISH'S 3RD. ADD.	871.00

SECTION 2. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 77-79 BLOCK 8 ORME & PHILLIPS ADD	122.50
LOTS 81-83 BLOCK 8 ORME & PHILLIPS ADD.	161.00
LOTS 85-87 BLOCK 8 ORME & PHILLIPS ADD.	418.25

S 10 FT LOT 97-ALL LOT 99 & N 3 FT LOT 101 BLOCK 8 ORME & PHILLIPS ADD. EXEMPT 687-80-TG	351.75
LOTS 105-107 BLOCK 8 ORME & PHILLIP'S ADD.	155.75
S 8 FT E1/2 LOT 76 & W1/2 LOTS 74 & 76 BLOCK 13 ORME & PHILLIPS ADDITION	360.50
LOTS 78-80 BLOCK 13 ORME & PHILIPS ADD.	353.50
LOTS 82-84 BLOCK 13 ORME & PHILLIP'S ADD.	241.50
LOTS 86-88 BLOCK 13 ORME & PHILLIPS ADD.	237.55
LOTS 94-96 BLOCK 13 ORME & PHILLIPS ADD.	155.75
S 17 FT LOT 100 & N 16 2/3 FT LOT 102 BLOCK 13 ORME & PHILLIPS ADD.	122.50
S 8 1/3 FT LOT 102-ALL LOT 104 BLOCK 13 ORME & PHILLIPS ADD.	227.50
W 77 1/2 FT LOTS 106-108 BLOCK 13 ORME & PHILLIP'S ADD.	460.60
N 50 FT E 140 FT LOT 5 ZIMMERLY'S ADD.	182.00
W1/2 N1/2 LOT 19 ZIMMERLY'S ADD EXEMPT 4116-79-TG	1,528.68
N 64 FT W1/2 LOT 22 ZIMMERLY'S ADD. EXEMPT 1610-81-TG	238.00
W 1/2 LOTS 50-52 TOPEKA AVE. ZIMMERLY'S 3RD. ADD.	131.60
LOTS 54-56 TOPEKA AVE ZIMMERLY'S 3RD. ADD.	361.20
LOTS 58-60 TOPEKA AVE ZIMMERLY'S 3RD. ADD. EXEMPT PER BOTA ORDER 2001-2441-TX	390.60
LOT 72 EXC N 3 FT & ALL LOT 74 TOPEKA AVE ZIMMERLY'S 3RD ADD EXEMPT PER BOTA ORDER 2001-2441-TX	194.60
S 7 1/2 FT LOT 90 - ALL LOT 92 & N 14 FT LOT 94 TOPEKA AVE ZIMMERLY'S 3RD. ADD. EXEMPT PER BOTA ORDER 2001-2441-TX	389.20
LOTS 54-56 EMPORIA AVE ZIMMERLY'S 3RD. ADD.	270.20
LOT 21 BROOKSIDE ADD	340.20
N 80 FT LOT 1 EXC N 14 FT FOR ST & N 80 FT LOT 2 EXC N 13.5 FT FOR ST & EXC E .1 FT LOT 2 PATTIE AVE. ADD.	235.20
S 52.5 FT LOTS 1-2 & PT LOT 3 BEG 45 FT E OF SW COR LOT 1 S 1.25 FT E 12 FT N 1.25 FT W 12 FT TO BEG & LOTS 8 THRU 13 INCL & N1/2 VAC ALLEY PATTIE AVE. ADD.	157.50

E 65.5 FT S1/2 LOT 2 EXC E 3.55 FT FOR ALLEY BLOCK C HUNTER'S ADD.	420.00
LOTS 1-3 RICH'S SUB.	91.00
LOTS 5-7 RICH'S SUB.	105.00
LOTS 9-11 RICH'S SUB	209.08
LOTS 13-15 RICH'S SUB.	112.00
LOTS 17-19 RICH'S SUB	211.40
LOTS 21-23 RICH'S SUB.	618.80
LOTS 125-127 HUNTER'S 3RD. ADD.	503.25
LOTS 46-48 FANNIE AVE. SCHWEITER'S LINCOLN ST. ADD.	1,769.00
LOTS 45-47 HYDRAULIC AVE SCHWEITER'S LINCOLN ST ADD.	222.60
E 90 FT LOTS 49-51-53 & E 90 FT N 5FT LOT 55 PATTIE AVE. LINCOLN ST. ADD.	560.00
S 20 FT LOT 55-ALL LOTS 57-59 PATTIE AVE. LINCOLN ST. ADD.	348.60
LOTS 61-63 PATTIE AVE. LINCOLN ST. ADD.	168.00
LOTS 65-67 PATTIE AVE. LINCOLN ST. ADD.	126.00
LOTS 69-71 PATTIE AVE LINCOLN ST ADD.	306.80
LOTS 73-75 PATTIE AVE. LINCOLN ST. ADD.	298.20
LOTS 50-52 & 1/2 VAC ALLEY ADJ ON EPATTIE AVE. LINCOLN ST. ADDITION	429.80
LOTS 54-56 & N 10 FT LOT 58 & 1/2 VAC ALLEY ADJ ON E PATTIE AVE. LINCOLN ST. ADD.	292.60
LOTS 62-64 & 1/2 VAC ALLEY ADJ ON EPATTIE AVE. LINCOLN ST. ADD.	127.40
LOTS 66-68 & 1/2 VAC ALLEY ON E PATTIE AVE. LINCOLN ST. ADD.	186.20
LOTS 70-72 & 1/2 VAC ALLEY ADJ ON EPATTIE AVE. LINCOLN ST. ADDITION	238.00
LOTS 50-52 FANNIE AVE. LINCOLN ST. ADD.	492.80
LOTS 49-51 HYDRAULIC AVE LINCOLN ST. ADD.	299.60

LOTS 1-3-5 PATTIE AVE MC CORMICK'S ADD.	210.00
LOTS 7-9 PATTIE AVE MC CORMICK'S ADD.	483.00

SECTION 3. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 11-13 PATTIE AVE MC CORMICK'S ADD.	229.60
LOT 15 & N 1/2 LOT 17 PATTIE AVE. MC CORMICK'S ADD.	226.00
S 1/2 LOT 17 ALL LOT 19 PATTIE AVE. MC CORMICK'S ADD.	519.60
LOTS 25-27 PATTIE AVE. MC CORMICK'S ADD.	407.40
LOTS 35-37-39 PATTIE AVE MC CORMICK'S ADD.	239.40
LOTS 41-43 PATTIE AVE. MCCORMICK'S ADD.	519.40
LOTS 45-47 PATTIE AVE MC CORMICK'S ADD.	614.60
LOTS 49-51 PATTIE AVE. MC CORMICK'S ADD.	452.20
LOTS 53-55 PATTIE AVE MC CORMICK'S ADD.	210.00
LOTS 57-59 PATTIE AVE. MC CORMICK'S ADD.	404.60
LOTS 61-63 PATTIE AVE MC CORMICK'S ADD.	126.00
LOTS 73-75 PATTIE AVE. MC CORMICK'S ADD.	292.60
LOTS 81-83 PATTIE AVE MC CORMICK'S ADD.	107.80
LOTS 85-87 PATTIE AVE. MC CORMICK'S ADD.	310.80
LOTS 89-91 PATTIE AVE MC CORMICK'S ADD.	270.20
LOTS 2-4 PATTIE AVE. MC CORMICK'S ADD.	494.20
LOTS 6-8 PATTIE AVE. MC CORMICK'S ADD.	120.40
LOTS 10-12 PATTIE AVE MC CORMICK'S ADD.	351.40
LOTS 14-16 PATTIE AVE. MC CORMICK'S ADD.	408.80
LOTS 34-36 PATTIE AVE MC CORMICK'S ADD	238.00
LOT 38-40 PATTIE AVE. MC CORMICK'S ADD.	186.20
LOTS 42-44 PATTIE AVE MC CORMICK'S ADD.	612.80
LOTS 46-48 PATTIE AVE. MC CORMICK'S ADD.	1,078.00



W 90 FT LOTS 50-52 PATTIE AVE. MC CORMICK'S ADD.	411.60
LOTS 54-56 PATTIE AVE MC CORMICK'S ADD.	128.80
LOTS 58-60 PATTIE AVE. MC CORMICK'S ADD.	127.60
LOTS 62-64 PATTIE AVE. MC CORMICK'S ADD.	260.80
LOTS 66-68 PATTIE AVE. MC CORMICK'S ADD.	319.20
LOTS 70-72 PATTIE AVE MC CORMICK'S ADD.	169.40
LOTS 74-76 PATTIE AVE MC CORMICK'S ADD.	595.00
LOTS 78-80 PATTIE AVE MC CORMICK'S ADD.	95.20
LOTS 86-88 PATTIE AVE. MC CORMICK'S ADD.	345.80
LOTS 49-51 ELLIS AVE MC CORMICK ADD	152.25
LOTS 57-59 ELLIS AVE. MC CORMICK'S ADD.	245.00
LOTS 65-67 ELLIS AVE MC CORMICK'S ADD.	150.50
S 2 FT LOT 71-ALL LOTS 73-75 ELLIS AVE. MCCORMICK'S ADD.	403.25
LOTS 58-60 ELLIS AVE. MC CORMICK ADD.	123.20
LOTS 62-64 ELLIS AVE. MC CORMICK'S ADD.	126.00
LOTS 70-72 ELLIS AVE MC CORMICK'S ADD	236.60
LOTS 74-76 ELLIS AVE. MC CORMICK'S ADD.	134.80
LOTS 78-80 ELLIS AVE. MC CORMICK'S ADD.	130.20
LOTS 82-84 ELLIS AVE. MC CORMICK'S ADD.	126.00
LOTS 94-96 ELLIS AVE. MC CORMICK'S ADD.	295.40
S 10 FT LOT 90 - ALL LOTS 92-94-96 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	576.80
BEG 35 FT S SW COR LOT 36 HATFIELD ADD S 50 FT E 140 FT N 50 FT W TO BEG SE 1/4 SEC 21-27-1E	121.80
LOT 28 BLOCK 7 GARDEN PARK ADD.	137.20
LOT 29 BLOCK 7 GARDEN PARK ADD.	271.60
LOT 30 BLOCK 7 GARDEN PARK ADD.	98.00

LOT 31 BLOCK 7 GARDEN PARK ADD.	182.00
---------------------------------	--------

LOT 32 BLOCK 7 GARDEN PARK ADD.	126.00
---------------------------------	--------

SECTION 4 . That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 2 BLOCK 8 GARDEN PARK ADD.	123.20
--------------------------------	--------

LOT 4 BLOCK 8 GARDEN PARK ADD.	295.40
--------------------------------	--------

LOT 6 BLOCK 8 GARDEN PARK ADD.	355.60
--------------------------------	--------

BEG NE COR LOT 1 S 100 FT W TO W LILOT 1 N 100 FT E TO BEG. BLOCK A GREAT PLAINS NO. 1 ADDITION	242.20
--	--------

N 275 FT LOT 1 IMMANUEL BAPTIST CHURCH ADD.	618.80
---	--------

S 288 FT N 563 FT LOT 1 IMMANUEL BAPTIST CHURCH ADD. EXEMPT 4658-0	460.60
---	--------

LOTS 1-3 DOUGLAS AVE. MOSBACHER'S ADD.	284.83
--	--------

N 90 FT LOTS 2-4-6 OVERTON NOW VICTOR PLACE MOSBACHER'S ADD.	678.20
---	--------

ODD LOTS 1 TO 11 INC. & SURPLUS ON N OVERTON NOW VICTOR PLACE MOSBACHER'S ADD.	1,007.20
---	----------

LOTS 13-15 EXC N 20 FT & S 125 FT LOTS 17-19 OVERTON NOW VICTOR PL MOSBACHER'S ADDITION	832.60
--	--------

LOTS 25-27 OVERTON NOW VICTOR PL. MOSBACHER'S ADD.	201.60
--	--------

LOTS 29-31-33 OVERTON NOW VICTOR PLACE MOSBACHER'S ADD.	348.60
--	--------

S 42 1/2 FT LOTS 24-26-28-30-32-34 SECOND ST MOSBACHER'S ADD.	507.96
--	--------

W 91 FT OF LOT 55 EXC ST & W 91 FT LOTS 57-59 KANSAS AVE. MOSBACHER'S ADD.	2,016.00
---	----------

LOTS 69-71 BUTLER & FISHER'S SUB.	245.00
-----------------------------------	--------

N 52 FT LOTS 20-21-22 SECOND ST. FIREBAUGH'S SUB. BLK 2 CHAUTAUQUA ADD.	136.50
--	--------

LOTS 23-24 FIRST ST. FIREBAUGH'S SUB. BLK.2 CHAUTAUQUA ADD.	1,329.52
--	----------

LOTS 26-28 VOLUTSIA AVE. FIREBAUGH'S SUB. BLK. 2 CHAUTAUQUA ADD.	126.00
---	--------

LOTS 30-32 VOLUTSIA AVE. FIREBAUGH'S SUB. BLK. 2 CHAUTAUQUA ADD.	240.80
LOTS 34-36 VOLUTSIA AVE. FIREBAUGH'S SUB. BLK. 2 CHAUTAUQUA ADD.	308.00
LOTS 38-40 VOLUTSIA AVE. FIREBAUGH'S SUB. BLK. 2 CHAUTAUQUA ADD.	362.60
LOTS 42-44 VOLUTSIA AVE. FIREBAUGH'S SUB. BLK. 2 CHAUTAUQUA ADD.	179.04
LOTS 5-7 VOLUTSIA AVE. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	614.10
LOT 9 & N 1/2 LOT 11 VOLUTSIA AVE. FIREBAUGH'S SUB BLK 3 CHAUTAUQUA ADD.	514.20
LOTS 15-17 VOLUTSIA AVE. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	166.25
LOTS 23-25 VOLUTSIA AVE. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	159.25
LOTS 27-29 VOLUTSIA AVE. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	530.15
LOTS 31-33 VOLUTSIA AVE. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	245.00
LOTS 35-37 VOLUTSIA AVE. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	397.25
LOTS 39-41 VOLUTSIA AVE. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	961.25
W 60 FT N 1/2 LOT 10 FRISCO NOW 9TH. ST. MOSSMAN'S ADD.	1,005.36
N 72 1/2 FT LOTS 1-2-3-4 & N 72 1/2FT E 12 FT LOT 5 BORT ADDITION	361.20
LOT 1 & S 1/2 LOT 3 SMALL'S ADD.	182.00
N 1/2 LOT 5 SMALL'S ADD	194.60
N 50 FT LOT 13 SMALL'S ADD.	143.50
LOTS 92-94-96 BROADVIEW AVE. HAGNY'S REPLAT	565.65
LOTS 90-92-94-96 BELMONT HAGNY'S REPLAT	136.50
S 1/2 LOT 12 - ALL LOTS 14-16 HILL CREST ADD.	864.50
LOTS 2-4 & W 26.625 FT LOT 6 EXC S 32 FT SARGENT'S ADD.	689.50
LOTS 46-48 GREEN ST. DIXON'S ADD.	284.20

LOTS 50-52 GREEN ST DIXON'S ADD.	306.60
LOTS 54-56 GREEN ST. DIXON'S ADD.	228.20
LOTS 70-72 GREEN ST. DIXON'S ADD.	140.00
LOTS 74-76 GREEN ST. DIXON'S ADD.	210.00
LOTS 37-39 ESTELLE AVE DIXON'S ADD.	187.60
LOTS 45-47 ESTELLE AVE. DIXON'S ADD.	113.40
LOTS 49-51 ESTELLE AVE DIXON'S ADD.	136.20
LOTS 53-55 ESTELLE AVE DIXON'S ADD.	217.20
LOTS 57-59 ESTELLE AVE. DIXON'S ADD.	130.20
LOTS 61-63 ESTELLE AVE. DIXON'S ADD.	190.40

SECTION 5 . That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 65-67 ESTELLE AVE DIXON'S ADD.	200.20
LOTS 77-79 ESTELLE AVE DIXON'S ADD	322.36
LOTS 38-40 ESTELLE AVE. DIXON'S ADD.	144.20
LOTS 42-44 ESTELLE AVE. DIXON'S ADD.	141.40
LOTS 46-48 ESTELLE AVE. DIXON'S ADD.	225.40
LOTS 50-52 ESTELLE AVE DIXON'S ADD.	240.80
LOTS 62-64 ESTELLE AVE DIXON'S ADD	144.20
LOTS 70-72 ESTELLE AVE. DIXON'S ADD.	590.80
LOTS 74-76 ESTELLE AVE. DIXON'S ADD.	267.80
LOTS 78-80 ESTELLE AVE DIXON'S ADD.	140.00
W 89 FT LOTS 82-84 ESTELLE AVE. DIXON'S ADD.	281.40
LOT 44 REPLAT BLOCK 2 BROOKLYN HEIGHTS ADD.	155.75
LOT 20 BLOCK 3 MC KNIGHT PLACE ADD.	649.80
LOT 21 BLOCK 3 MC KNIGHT PLACE ADD.	210.00

LOT 22 BLOCK 3 MC KNIGHT PLACE ADD.	212.80
LOT 23 BLOCK 3 MC KNIGHT PLACE ADD.	633.32
LOT 24 BLOCK 3 MC KNIGHT PLACE ADD.	440.00
LOT 26 BLOCK 3 MC KNIGHT PLACE ADD.	322.68
LOTS 2-3-4-5 BREW'S ADD.	447.76
LOT 2 BLOCK 4 BEVERLY MANOR ADD.	362.60
LOT 3 BLOCK 4 BEVERLY MANOR ADD.	126.00
LOT 4 BLOCK 4 BEVERLY MANOR ADD.	243.60
LOT 7 BLOCK 4 BEVERLY MANOR ADD.	168.00
LOT 9 BLOCK 4 BEVERLY MANOR ADD.	236.60
LOT 10 BLOCK 4 BEVERLY MANOR ADD.	254.31
LOT 2 BLOCK 7 BEVERLY MANOR ADD.	406.00
LOT 5 BLOCK 7 BEVERLY MANOR ADD.	305.08
LOT 1 BLOCK 8 BEVERLY MANOR ADD.	226.80
LOT 4 BLOCK 8 BEVERLY MANOR ADD.	239.40
LOT 5 BLOCK 8 BEVERLY MANOR ADD.	219.76
LOT 7 BLOCK 8 BEVERLY MANOR ADD.	291.20
LOT 8 BLOCK 8 BEVERLY MANOR ADD.	170.80
LOT 9 BLOCK 8 BEVERLY MANOR ADD.	232.40
LOT 10 BLOCK 8 BEVERLY MANOR ADD.	359.80
LOT 11 BLOCK 8 BEVERLY MANOR ADD.	373.80
LOT 1 BLOCK 7 COUNTRY SIDE ADD.	302.40
LOT 2 BLOCK 7 COUNTRY SIDE ADD.	529.20
LOT 3 BLOCK 7 COUNTRY SIDE ADD.	373.80
LOT 4 BLOCK 7 COUNTRY SIDE ADD.	557.20
LOT 5 BLOCK 7 COUNTRY SIDE ADD.	770.00

LOT 6 BLOCK 7 COUNTRY SIDE ADD.	463.40
LOT 8 BLOCK 7 COUNTRY SIDE ADD.	406.20
LOT 9 BLOCK 7 COUNTRY SIDE ADD.	287.00
LOT 13 BLOCK 8 COUNTRY SIDE ADD.	634.20
LOT 14 BLOCK 8 COUNTRY SIDE ADD.	250.64
LOT 16 BLOCK 8 COUNTRYSIDE ADD.	407.40
LOT 18 BLOCK 8 COUNTRY SIDE ADD.	404.60
LOT 20 BLOCK 8 COUNTRY SIDE ADD.	404.60
LOT 1 BLOCK 1 CHRISTY MANOR ADD.	554.60
LOT 2 BLOCK 1 CHRISTY MANOR ADD.	358.40

SECTION 6 . That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 3 BLOCK 1 CHRISTY MANOR ADD.	514.44
LOT 5 BLOCK 1 CHRISTY MANOR ADD.	177.80
LOT 7 BLOCK 1 CHRISTY MANOR ADD.	377.00
LOT 10 BLOCK 1 CHRISTY MANOR ADD.	350.00
LOT 11 BLOCK 1 CHRISTY MANOR ADD.	126.00
LOT 16 EXC N 5 FT BLOCK 1 CHRISTY MANOR ADD.	177.80
N 5 FT LOT 16-ALL LOT 17 BLOCK 1 CHRISTY MANOR ADD.	225.40
LOT 20 BLOCK 1 CHRISTY MANOR ADD.	266.00
LOT 2 BLOCK 2 CHRISTY MANOR ADD.	272.00
LOT 6 BLOCK 2 CHRISTY MANOR ADD.	126.00
LOT 8 BLOCK 2 CHRISTY MANOR ADD.	128.80
LOT 23 BLOCK 1 BUILDERS 3RD. ADD.	198.80
LOT 34 BLOCK 1 BUILDERS 3RD. ADD.	112.00

LOT 35 BLOCK 1 BUILDERS 3RD. ADD.	123.20
LOT 26 BLOCK 2 BUILDERS 3RD. ADD.	123.20
LOT 13 BLOCK 3 BUILDERS 3RD. ADD.	124.60
LOT 18 BLOCK 3 BUILDERS 3RD. ADD.	126.00
LOT 26 BLOCK 3 BUILDERS 3RD. ADD.	182.00
LOT 28 BLOCK 3 BUILDERS 3RD. ADD.	126.00
LOT 30 BLOCK 3 BUILDERS 3RD. ADD.	183.40
LOT 13 BLOCK 4 BUILDERS 3RD. ADD.	182.00
LOT 16 BLOCK 4 BUILDERS 3RD. ADD.	438.20
LOT 17 BLOCK 4 BUILDERS 3RD. ADD.	415.48
LOT 21 BLOCK 4 BUILDERS 3RD. ADD.	126.00
LOT 22 BLOCK 4 BUILDERS 3RD. ADD.	462.00
LOT 24 BLOCK 4 BUILDERS 3RD. ADD.	238.00
LOT 25 BLOCK 4 BUILDERS 3RD. ADD.	306.12
LOT 28 BLOCK 4 BUILDERS 3RD. ADD.	404.60
LOT 30 BLOCK 4 BUILDERS 3RD. ADD.	126.00
LOT 33 BLOCK 4 BUILDERS 3RD. ADD.	412.02
LOT 34 BLOCK 4 BUILDERS 3RD. ADD.	630.00
LOT 38 BLOCK 4 BUILDERS 3RD. ADD.	238.00
LOT 42 BLOCK 4 BUILDERS 3RD. ADD.	239.40
LOT 3 BLOCK 5 BUILDERS 3RD. ADD.	686.00
LOT 6 BLOCK 5 BUILDERS 3RD. ADD.	401.80
LOT 7 BLOCK 5 BUILDERS 3RD. ADD.	354.20
LOT 10 BLOCK 5 BUILDERS 3RD. ADD.	404.60
LOT 11 BLOCK 5 BUILDERS 3RD. ADD.	347.20

LOT 15 BLOCK 5 BUILDERS 3RD. ADD.	257.60
LOT 21 BLOCK 5 BUILDERS 3RD. ADD.	294.00
LOT 34 BLOCK 5 BUILDERS 3RD. ADD.	126.00
LOT 1 BLOCK 6 BUILDERS 3RD. ADD.	182.00
LOT 10 BLOCK 6 BUILDERS 3RD. ADD.	126.00
LOT 11 BLOCK 6 BUILDERS 3RD. ADD.	183.40
LOT 24 BLOCK 6 BUILDERS 3RD. ADD.	182.00
LOT 25 BLOCK 6 BUILDERS 3RD. ADD.	183.40
LOT 29 BLOCK 6 BUILDERS 3RD. ADD.	140.00
LOT 34 BLOCK 6 BUILDERS 3RD. ADD.	190.00
LOT 35 BLOCK 6 BUILDERS 3RD. ADD.	214.20
LOT 36 BLOCK 6 BUILDERS 3RD. ADD.	154.00

SECTION 7. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 37 BLOCK 6 BUILDERS 3RD. ADD.	183.40
LOT 3 BLOCK 7 BUILDERS 3RD. ADD.	350.00
LOT 6 BLOCK 7 BUILDERS 3RD. ADD.	217.00
LOT 16 BLOCK 7 BUILDERS 3RD. ADD.	303.36
BLOCK E RESERVE E REPLAT BUILDERS 3RD. ADD.	157.50
LOT 30 BLOCK D REPLAT OF RESERVE D BUILDERS THIRD ADD.	143.50
LOT 1 WARD'S 1ST. ADD.	506.80
LOT 2 WARDS 1ST ADD	303.80
LOT 3 WARD'S 1ST. ADD.	334.20
LOT 4 WARD'S 1ST. ADD.	236.60



LOT 6 WARD'S 1ST. ADD.	382.20
LOT 7 WARD'S 1ST. ADD.	134.40
LOT 9 WARD'S 1ST. ADD.	257.20
LOT 12 WARD'S 1ST. ADD.	180.60
LOT 2 EXC N 2 FT BLOCK B GENE HANCOCK'S ADD.	126.00
LOT 4 BLOCK B GENE HANCOCK'S ADD.	326.20
LOT 6 BLOCK B GENE HANCOCK'S ADD.	184.80
LOT 30 BLOCK B GENE HANCOCK'S ADD.	170.80
LOT 31 BLOCK B GENE HANCOCK'S ADD.	183.40
LOT 32 BLOCK B GENE HANCOCK ADD.	238.00
LOT 12 BLOCK 3 GRELL'S ADD.	183.40
LOT 13 BLOCK 3 GRELL'S ADD.	179.20
LOT 15 BLOCK 3 GRELL'S ADD.	455.00
LOT 16 BLOCK 3 GRELL'S ADD.	180.60
LOT 17 BLOCK 3 GRELL'S ADD.	127.40
LOT 28 STOWELL'S ADD.	322.40
BEG 172 FT S NW COR S1/2 GOV. LOT 4E 160 FT S 78 FT W 160 FT N 78 FT TO BEG. EXC W 50 FT & S 22 FT FOR STS. NW1/4 NW1/4 SEC 3-28-1E	212.80
LOT 9 BLOCK 1 DON DINNING ADD.	308.20
LOT 11 BLOCK 1 DON DINNING ADD.	231.00
LOT 14 BLOCK H 1ST. ADD. TO WOODLAWN VILLAGE	120.40
LOT 14 BLOCK V 2ND. ADD. TO WOODLAWN VILLAGE	133.00
LOT 1 BLOCK 2 MC EWEN 6TH. ADD.	303.80
LOT 1 BLOCK 5 MC EWEN 6TH. ADD.	309.40
LOT 56 REPLAT SPRING ACRES ADD.	155.40
LOT 58A REPLAT SPRING ACRES ADD.	137.90

LOT 63 REPLAT SPRING ACRES ADD.	428.75
LOT 1 BLOCK 1 MC EWEN 7TH. ADD.	354.20
LOT 13 EXC E 10 FT BLOCK 2 MC EWEN 7TH. ADD.	127.40
LOT 1 BLOCK 3 WOMERS CRESTVIEW HEIGHTS 3RD. ADD.	350.00
PT LOT 2 BEG 30 FT S SE COR LOT 1 S 95 FT W 130 FT N 125 FT E 95 FT S 30 FT E 35 FT TO BEG BLOCK 3 WOMERS CRESTVIEW HEIGHTS 3RD. ADD.	210.00
LOT 2 BRUCE MEEKER 2ND. ADD.	245.00
LOT 3 RALLS 3RD. ADD.	257.60
LOT 2 EXC W 130 FT S 220 FT BLOCK 2 HI-TECH INDUSTRIAL PARK SECOND ADD.	1,167.60
W 130 FT S 220 FT LOT 2 BLOCK 2 HI-TECH INDUSTRIAL PARK 2ND. ADD. UTILITY ROLL	284.20
LOT 1 BLOCK 1 RENT-A-CENTER ADD.	1,100.40
LOT 2 BLOCK 1 RENT-A-CENTER ADD.	894.60
LOTS 37-39 & 10 FT ADJ LOT 39 CHICAGO NOW DOUGLAS AVE WEST WICHITA ADD.	753.96
LOTS 6-8-10 MARTINSON AVE LAWRENCE'S 7TH ADD	1,023.75
LOTS 36-38-40 PALMERSTON NOW GORDON AVE. SMITHSON'S SUB.	1,008.60
LOTS 1-2 BLOCK 1 ACADEMY PARK ADD.	277.20

SECTION 8. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOTS 21-22 EXC W 99.5 FT THEREOF BLOCK 1 ACADEMY PARK ADD.	281.40
W 99.5 FT LOTS 21 & 22 BLOCK 1 ACADEMY PARK ADD.	133.00
LOTS 25-26 BLOCK 1 ACADEMY PARK ADD.	127.40
LOTS 39-40 BLOCK 1 ACADEMY PARK ADD.	219.80
LOTS 1-2 BLOCK 2 ACADEMY PARK ADD.	226.80
LOTS 3-4 BLOCK 2 ACADEMY PARK ADD.	162.40

LOTS 7-8 BLOCK 2 ACADEMY PARK ADD.	210.00
LOTS 19-20 BLOCK 2 ACADEMY PARK ADD.	196.00
LOT 1 FIRST ST. WALTER MORRIS & SON'S 3RD. ADD.	212.80
LOTS 42-44 MERIDIAN AVE. SUPPL PLAT OF PT OF DIAMOND HILL ADD.	421.40
LOTS 41-43 RICHMOND AVE. SUPPL. PLAT PART OF DIAMOND HILL ADD.	281.40
LOTS 50-52 GORDON AVE RICHMONDS 3RD. ADD.	126.00
LOTS 54-56 GORDON AVE. RICHMOND'S 3RD. ADD.	180.60
LOTS 58-60 GORDON AVE. RICHMOND'S 3RD. ADD.	292.60
LOTS 62-64 GORDON AVE. RICHMOND'S 3RD. ADD.	296.80
LOTS 66-68 GORDON AVE. RICHMOND'S 3RD. ADD.	294.00
S 1/2 LOT 74-ALL LOT 76 & N 1/2 LOT 78 GORDON AVE. RICHMOND'S 3RD. ADD.	168.00
S 1/2 LOT 78-ALL LOT 80 & N 1/2 LOT 82 GORDON AVE. RICHMOND'S 3RD. ADD.	158.20
LOT 15 BLOCK 22 2ND. ADD. TO SOUTHWEST VILLAGE	183.40
LOT 17 BLOCK 22 2ND. ADD. TO SOUTHWEST VILLAGE	183.40
LOT 18 BLOCK 22 2ND. ADD. TO SOUTHWEST VILLAGE	191.80
LOT 19 BLOCK 22 2ND. ADD. TO SOUTHWEST VILLAGE	249.20
LOT 21 BLOCK 22 2ND. ADD. TO SOUTHWEST VILLAGE	267.64
LOT 22 BLOCK 22 2ND. ADD. TO SOUTHWEST VILLAGE	200.20
LOT 23 BLOCK 22 2ND. ADD. TO SOUTHWEST VILLAGE	126.00
LOT 25 BLOCK 22 2ND. ADD. TO SOUTHWEST VILLAGE	126.00
LOT 26 BLOCK 22 2ND. ADD. TO SOUTHWEST VILLAGE	238.00
LOT 27 BLOCK 22 2ND. ADD. TO SOUTHWEST VILLAGE	126.00
LOT 28 BLOCK 22 2ND. ADD. TO SOUTHWEST VILLAGE	126.00
LOT 1 BLOCK 6 RIDGEVIEW ADD.	357.00

LOT 4 BLOCK 6 RIDGEVIEW ADD.	168.00
LOT 5 BLOCK 6 RIDGEVIEW ADD.	229.60
LOT 6 BLOCK 6 RIDGEVIEW ADD	187.60
LOT 7 BLOCK 6 RIDGEVIEW ADD.	173.60
LOT 8 BLOCK 6 RIDGEVIEW ADD.	124.60
LOT 9 BLOCK 6 RIDGEVIEW ADD.	240.80
LOT 12 BLOCK 2 SUNSET HEIGHTS 3RD. ADD.	140.00
LOT 19 BLOCK 2 SUNSET HEIGHTS 3RD. ADD.	281.40
LOT 20 BLOCK 2 SUNSET HEIGHTS 3RD. ADD.	140.00
LOT 2 BLOCK 3 SUNSET HEIGHTS 3RD. ADD.	350.00
LOT 3 BLOCK 3 SUNSET HEIGHTS 3RD. ADD.	208.60
LOT 4 BLOCK 3 SUNSET HEIGHTS 3RD. ADD.	281.40
LOT 5 BLOCK 3 SUNSET HEIGHTS 3RD. ADD.	112.00
LOT 6 BLOCK 3 SUNSET HEIGHTS 3RD. ADD.	208.60
LOT 7 BLOCK 3 SUNSET HEIGHTS 3RD. ADD.	124.60
LOT 12 BLOCK B RIDGEVIEW 2ND. ADD.	407.40
LOT 14 BLOCK B RIDGEVIEW 2ND. ADD.	414.40
LOT 15 BLOCK B RIDGEVIEW 2ND. ADD.	532.00
LOT 17 BLOCK B RIDGEVIEW 2ND. ADD.	350.00
LOT 18 BLOCK B RIDGEVIEW 2ND. ADD.	182.00

SECTION 9. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LOT 19 BLOCK B RIDGEVIEW 2ND. ADD.	292.60
LOT 20 BLOCK B RIDGEVIEW 2ND. ADD.	459.20
LOT 21 BLOCK B RIDGEVIEW 2ND. ADD.	266.00

LOT 22 BLOCK B RIDGEVIEW 2ND. ADD.	126.00
LOT 8 BLOCK 14 COUNTRY ACRES 2ND. ADD.	355.60
LOT 1 & W 20 FT LOT 2 BLOCK 15 COUNTRY ACRES 2ND. ADD.	210.00
E 60 FT LOT 2 & W 20 FT LOT 3 BLOCK 15 COUNTRY ACRES 2ND. ADD.	315.00
LOT 9 BLOCK 7 GLENN VILLAGE ADD.	140.00
LOT 10 BLOCK 7 GLENN VILLAGE ADD.	148.00
LOT 11 BLOCK 7 GLENN VILLAGE ADD.	140.00
LOT 13 BLOCK 7 GLENN VILLAGE ADD.	268.68
LOT 14 BLOCK 7 GLENN VILLAGE ADD.	487.20
LOT 10 BLOCK 8 GLENN VILLAGE ADD.	424.20
LOT 14 BLOCK 8 GLENN VILLAGE ADD.	138.60
LOT 1 BLOCK 10 GLENN VILLAGE ADD.	505.40
LOT 2 BLOCK 10 GLENN VILLAGE ADD.	260.40
LOT 3 BLOCK 10 GLENN VILLAGE ADD.	280.00
LOT 1 SILVER SPUR 3RD ADD.	736.40
LOT 1 REPLAT BLK 1 & PT BLK 15 COUNTRY ACRES 2ND. ADD.	470.40
LOT 3 REPLAT BLK 1 & PT BLK 15 COUNTRY ACRES 2ND ADD	246.40
LOT 1 SEC ONE MO. PAC. INDUST. PARK ADD.	1,735.20
S 350 FT E 650 FT LOT 11 BLOCK A JAMESBURG PARK ADDITION	728.00
BEG SW COR LOT 11 N 298.87 FT ELY 341.55 FT S 62 FT E 265.50 FT TO PT 650 FT W OF E LI LOT 11 S 239 FT TO S LI W 557 FT WLY ALG CUR 42.55 FT TO BEG BLOCK A JAMESBURG PARK ADD.	420.00
LOT 1 EXC BEG SE COR THEREOF TH NE 99.51 FT NW 42.16 FT SW 67.29 FT SE .77 FT SW 51.55 FT TO SWLY LI SE ALG CUR 54.40 FT TO BEG BLOCK 1 OAK CLIFF ESTATES 2ND ADD.	205.80

THAT PART LOT 22 BEG SW COR N 140.96 FT SE 63.09 FT SW 37.67 FT NWLY 0.69 FT SW 53.28 FT SW 30.4 FT TO FRT LI LOT NWLY ALG CUR 25.64 FT BLOCK 1 OAK CLIFF ESTATES 2ND. ADD.	128.80
PT LOT 23 BEG NW COR NELY ALG NLY LI 71.02 FT SELY 118.82 FT TO PT ON SLY LI 19.83 FT NELY OF SW COR LOT 23 SWLY ALG CURVE 19.83 FT TO SW COR NWLY 118.27 FT TO BEG BLOCK 1 OAK CLIFF ESTATES 2ND. ADD.	184.80
LOT 23 EXC BEG NW COR NELY 71.02 FTSELY 118.82 FT TO SLY LI SWLY ALG CURVE 19.83 FT TO SW COR NWLY 118.27 FT TO BEG BLOCK 1 OAK CLIFF ESTATES 2ND. ADD.	128.80
LOT 24 EXC BEG SW COR N 115.12 FT NELY 30 FT SELY 25.07 FT S 118.82 FT TO S LI W 43.03 FT TO BEG BLOCK 1 OAK CLIFF ESTATES 2ND. ADD.	305.20
BEG SE COR LOT 25 WLY 54.47 FT NLY 110.13 FT TO PT 51.51 FT W OF NE COR LOT 25 ELY 51.51 FT S 115.12 FT TO BEG BLOCK 1 OAK CLIFF ESTATES 2ND. ADD.	348.60
PT LOT 1 BEG NW COR SELY 142.39 FT SLY 36.79 FT NWLY 143.75 FT TO PT ON WLY LI NLY 76.88 FT TO BEG BLOCK 2 OAK CLIFF ESTATES 2ND. ADD.	182.00
LOT 3 EXC BEG NE COR S 141.67 FT W 40.53 FT NLY TO PT ON N LI ELY 37.45 FT TO BEG BLOCK 2 OAK CLIFF ESTATES 2ND. ADD.	238.00
LOT 5 BLOCK 2 OAK CLIFF ESTATES 2ND. ADD.	126.00
LOT 6 EXC E 44.09 FT BLOCK 2 OAK CLIFF ESTATES 2ND. ADD.	238.00
LOT 5 BLOCK 1 WALNUT CREEK ADD.	149.80
LOT 10 BLOCK 1 WALNUT CREEK ADD.	138.60
LOT 14 BLOCK 1 BRIARWOOD ESTATES 5TH. ADD.	134.40
LOT 30 BLOCK 1 BRIARWOOD ESTATES 5TH. ADD.	208.60
LOT 32 BLOCK 4 NORTHRIDGE LAKES ADD.	491.20
LOT 33 BLOCK 4 NORTHRIDGE LAKES ADD.	177.80
THAT PART LOT 1 BEG SE COR TH NE 99.51 FT NW 42.16 FT SW 67.29 FT SE .77 FT SW 51.55 FT TO SWLY LI SE ALG CUR 54.40 FT TO BEG BLOCK 1 OAK CLIFF ESTATES 2ND ADD.	126.00
LOT 3 BLOCK 1 BALTHROP ADD.	161.00

LOT 5 BLOCK 1 BALTHROP ADD.	246.75
LOT 40 BLOCK 2 BALTHROP ADD.	1,379.00
LOT 12 BLOCK C HIGHLAND SPRINGS ADD.	536.20
RESERVE A HIGHLAND SPRINGS ADD.	138.60
RESERVE B HIGHLAND SPRINGS ADD.	144.20
LOT 1 BLOCK B HIGHLAND SPRINGS 2ND ADD.	354.20
THAT PART RESERVE A LY S OF LI BEG 13.46 FT NELY OF NW COR LOT 4 BLK B & EXTEND WLY TO PT 8.85 FT SW OF NELY MOST COR LOT 27 BLK C HIGHLAND SPRINGS 2ND ADDITION	197.40
RESERVE C HIGHLAND SPRINGS 2ND ADD.	1,129.80
LOT 10 BLOCK A FAIRMONT ADD., THE	238.00
LOT 5 BLOCK B FAIRMONT ADD., THE	232.40
LOT 22 BLOCK 1 FOX RIDGE ADD.	423.50
S 1 FT LOT 33 ALL LOTS 31-29 & N 24FT LOT 27 MAIN ST. GREIFFENSTEIN'S ORIGINAL TOWN	191.10
BEG SE COR LOT 141 N 100 FT TO PT 10 FT N OF NE COR LOT 145 W 100 FT S TO S LINE LOT 141 E TO BEG LAWRENCE AVE. MUNGER'S ORIGINAL TOWN	1,351.35
LOTS 85-87 PATTIE AVE. LINCOLN ST. ADD.	308.00
LOTS 65-67 PATTIE AVE. MC CORMICK'S ADD.	302.00
S 50 FT LOTS 20-21-22 SECOND ST. FIREBAUGH'S SUB. BLK. 2 CHAUTAUQUA ADD.	235.20
N 48 FT S 98 FT LOTS 20-21-22 SECOND ST. FIREBAUGH'S SUB. BLK. 2 CHAUTAUQUA ADD.	289.80

SECTION 10. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2011**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of

streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 11. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **7th day of June, 2011.**

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

---

Gary E. Rebenstorf, Director of Law



Published In The Wichita Eagle on **June 10, 2011**

ORDINANCE NO. 49-016

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PROVIDE A TAX LEVY FOR THE COST OF **SIDEWALK CLEANING** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of sidewalk cleaning:

<b>Legal of Parcel in Benefit District</b>	<b>Assessment</b>
LOT 1 MARINA LAKE FIFTH ADD.	392.28
LOTS 7-8 OVERLOOK ADD.	105.15
LOTS 15-16 OVERLOOK ADD.	140.30

SECTION 2. The costs of cleaning sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2011**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **7th day of June, 2011**.

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

---

Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
May 24, 2011

**To:** Mayor and City Council

**Subject:** Child Care Licensing Grant Application (All Districts)

**Initiated By:** Department of Public Works & Utilities

**Agenda:** Consent

---

**Recommendation:** Authorize the Child Care grant application

**Background:** Environmental Health conducts surveys of child care facilities and provides education for child care providers within Sedgwick County on behalf of the Kansas Department of Health and Environment (KDHE). KDHE provides an annual grant to fund these activities, and has solicited the Division of Environmental Health's application for state fiscal year 2012 (July 1, 2011 through June 30, 2012.)

**Analysis:** The City has conducted child care licensing and education services in excess of 40 years, providing a local point of contact for citizens and providers. Local operation of the program also enhances coordination with other agencies involved, such as the Fire Department and the Office of Central Inspection. Environmental Health staff members enforce City ordinances and state regulations, and utilize state enforcement mechanisms, as appropriate.

**Financial Consideration:** The grant request for state fiscal year 2012 totals \$412,566. The City's General fund will provide support in the amount of \$137,371 for the grant term. The General Fund contribution is partially offset by inspection fees, which in 2010 totaled \$118,575 in collected revenue. Grant funding and locally generated fees are projected to offset 96.6% of the total program cost of \$549,937.

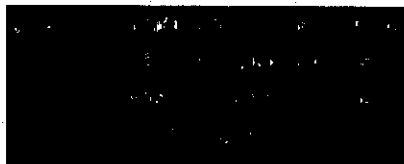
**Goal Impact:** The child care grant application addresses the Safe and Secure Community goal through survey and regulation of child care facilities.

**Legal Consideration:** The grant agreement has been approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended the City Council approve the grant application and authorize the necessary signatures.

**Attachment:** KDHE grant application and required attachments.

State of Kansas  
Department of Health & Environment  
Bureau of Local & Rural Health  
1000 SW Jackson, Suite 340  
Topeka, KS 66612-1365  
(785) 296-0425  
[pbehnke@kdheks.gov](mailto:pbehnke@kdheks.gov)



Submit Form

To be completed by State Office

Date Received:

### APPLICATION FOR GRANT

Grant Period: July 1, 2011 - June 30, 2012

City of Wichita- Public Works & Utilities Division of Environment

Applicant (Name of Agency)

1900 E. 9th Street

Street Address/PO Box

Wichita

67214

City

Zip Code

Joseph Pajor

Name of Director

316-268-8351

Telephone: Area Code-Number

Lisa Hilyard

Fiscal Officer

316-268-8351

Telephone: if different from Applicant Agency

City-County

Type of Organization

FEIN#: 48-6000653

D-U-N-S # 04-306-34-60

Where will program be conducted?

Sedgwick County

#### Comments:

The City of Wichita Public Works & Utilities Environmental Health Division conducts child care licensing activities within the city and Sedgwick County.

N/A

President/Chairman Local Board of Health or Board of Director

Date:

Was your agency required to have a Circular A-133 Single Audit completed in 2010? See instructions on next page.

Yes

#### Application Checklist:

☐ Health Department approved budget

☐ Local Tax Revenue Amount 0

☒ Program Requests

☒ Detailed Budget(s)

☒ Personnel Allocation by Program

#### GRANT FUNDS REQUESTED

State Formula

Child Care Licensing

\$412,566.40

Chronic Disease Risk Reduction

Family Planning

General Primary Care

Dental Assistance

Prescription Assistance to Clinics

Immunization Action Plan

Maternal and Child Health

Opt-Out HIV Testing

Targeted HIV Prevention for  
Community Based Organizations

Targeted HIV Prevention for Health  
Departments

Targeted HIV Testing

Ryan White

HIV Intervention/Prevention

STD Disease Intervention/  
Prevention

WIC/Collaborative immunization  
Collaboration

Other

Total Funds Requested

\$412,566.40

Administrator/Director

Date:

### APPLICATION FOR GRANT INSTRUCTIONS

Complete form is required as the cover sheet for each applicant's application.

The following fields must be completed:

1. Name of your agency (county health department or other local agency)
2. Address
3. Director's name
4. Telephone number (contact person if questions regarding application)
5. Fiscal Officer
6. Telephone number (contact person if questions regarding budget)
7. Type of organization
8. Federal Employer Identification Number (FEIN)
9. Where your program will be conducted

Application Checklist - Indicate the items included in your application packet:

1. Copy of the Health Department Budget (health department only)
2. Local Tax Revenue (health department only)
3. Program Requests
4. Detailed budgets
5. Personnel Allocation form by each program

**Grant Funds Requested:** Enter here the amount of GRANT funds being requested from the Kansas Department of Health and Environment, on the appropriate line(s). Please do NOT include matching or other local funds.

**Signatures:** The Application must be signed by both the President/Chairman of the Local Health Board **AND** the Administrator/Director of the local agency for **all county health departments**. For other agencies only one signature is required.

Click the submit button to send application.

Then submit **one** of the following:

1. Scan signed form and e-mail with application
2. Fax signed form to (785) 296-1231
3. Mail only this form to:  
KDHE/BLRH  
1000 SW Jackson, Suite 340  
Topeka, KS 66612-1365  
Attention: Aid to Local

**COMMENTS:** This section should be used to explain or clarify your funding requests, (e.g. an increase in Family Planning is requested due to 25% increase in case load; an increase in Maternal and Child Health is requested to offset the decrease in tax revenue from depressed agriculture economy, etc.)

If applying for a grant with Federal funds then a D-U-N-S number is now a Federal requirement. All of the Aid to Local grants have Federal funds except for State Formula and Community Based Primary Care (General Primary Care, Dental Assistance, and Prescription Drug Assistance). D-U-N-S numbers can be looked up or created at: <http://fedgov.dnb.com/webform>

**OMB Circular No. A-133** requires that Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted for that year. If the "Yes" box is checked, the Aid to Local Universal Contract requires each agency to submit one complete copy of the single agency audit report to KDHE (Kevin Shaughnessy, Division of Management and Budget, Suite 570) within twelve (12) months after the end of the agency's fiscal year. If you have questions, contact Kevin Shaughnessy at [kshaughnessy@kdheks.gov](mailto:kshaughnessy@kdheks.gov) or (785) 296-1507.

## Program Request



**Applicant Name:** City of Wichita Public Works & Utilities Environmental Health Division

**Program Title:** Child Care Licensing Program

**Instructions:** List basic services to be provided with Child Care Licensing Program grant funds.

**Term:** July 1, 2011 through June 30, 2012

**Program Objectives:**

1. Survey child care facilities in Sedgwick County inclusive according to KDHE policies and procedures and make recommendations for licensure to KDHE.
2. Provide pre-application services to potential providers including orientation classes, and in-service training classes that promote compliance with Kansas State Child Care laws and KDHE Child Care Regulations.
3. Survey facilities additionally as requested by KDHE to verify on-going compliance.
4. Investigate complaints re: child care facilities, cooperate with other outside agencies in complaint investigations, produce narratives of the investigation findings and make recommendations re: enforcement action by KDHE.
5. Participate in KDHE hearings as state's witness following enforcement action by KDHE.
6. Act as point of contact for the public with regard to state law, child care regulations, local ordinances, and referral to child care resources.
7. Provide staff training and participate in KDHE staff training to improve consistency and compliance with KDHE policies and procedures.

**Requested funds:** \$412,566.40

**Comments:**

Increased funds are needed for additional staff to respond to the legislature and Lexie's Law. Additional training for providers has been developed and staff caseloads have increased by approx. 1/5.

Formulas are set to round numbers  
to the nearest dollar.

Program: Child Care Licensing

	Name/Position	Annual Salary for Grant Period	% of Time Worked	Total	Grantees Share	Total Requested From Grant
Add Line	Carmen Carbajal CHN I	\$59,291.86	100	\$59,292.00		\$59,292.00
Add Line	Debra Harries CHN I	\$44,637.94	100	\$44,638.00		\$44,638.00
Add Line	Adrienne Ladd CDS I	\$45,753.86	100	\$45,754.00		\$45,754.00
Add Line	Jennifer Manuel CDS I	\$44,637.94	100	\$44,638.00	\$ .00	\$44,638.00
Add Line	Vacant part time CHN I	\$21,243.51	100	\$21,244.00		\$21,244.00
Add Line	Nancy Jensen CHN III	\$60,651.22	100	\$60,651.00	\$60,651.00	\$ .00
Add Line	Dianna Smith CHN I	\$46,897.66	100	\$46,898.00	\$46,898.00	\$ .00
Add Line	Vacant Full-time Surveyor	\$42,487.02	100	\$42,487.00		\$42,487.00
Add Line	Vacant clerk	\$22,225.01	100	\$22,225.00		\$22,225.00
Salary Total				\$387,827.00	\$107,549.00	\$280,278.00

Benefits	Total	Grantees Share	Total Requested From Grant
Add Line FICA 7.65	\$29,668.89	\$8,227.49	\$21,441.40
Add Line Workman's Compensation	\$13,806.61	\$3,828.74	\$9,977.87
Add Line Unemployment 0.2	\$733.17	\$215.10	\$518.07
Add Line Group Life Insurance	\$1,466.33	\$430.20	\$1,036.13
Add Line Retirement/Pension 10.2	\$37,391.42	\$10,969.99	\$26,421.43
Add Line Cell phone allowance	\$2,520.00	\$720.00	\$1,800.00
Add Line Health Insurance	\$19,767.00	\$3,960.50	\$15,806.50
Add Line Longevity	\$2,580.00	\$1,470.00	\$1,110.00
Category Total	\$107,933.42	\$29,822.02	\$78,111.40

Travel	Total	Grantees Share	Total Requested From Grant
Add Line			
Category Total			

Supplies	Total	Grantees Share	Total Requested From Grant
Add Line Office Supplies	\$3,000.00		\$3,000.00
Supplies Total	\$3,000.00		\$3,000.00

Capital Equipment		Total	Grantee Share	Total Requested From Grant
Add Line				
Capital Equipment Total				

Other (Itemize)		Total	Grantee Share	Total Requested from Grant
Add Line	PBX lines, equipment, voice mail, caller ID	\$3,330.00		\$3,330.00
Add Line	Data Center - PC, printer, laptop	18324		18324
Add Line	Motor pool / Replacement	12960	\$0.00	12960
Add Line	Fuel	\$4,695.00	\$0.00	\$4,695.00
Add Line	Vehicle Liability	\$2,868.00	\$0.00	\$2,868.00
Add Line	Printing / Photocopy	\$4,500.00		\$4,500.00
Add Line	Postage	\$1,500.00		\$1,500.00
Add Line	Staff training - Webinars, local class fees and registrations	\$1,500.00		\$1,500.00
Add Line	Staff membership dues and certifications	\$1,500.00		\$1,500.00
Other Items Total		51177	\$0.00	51177
GRAND TOTAL		\$549,937.42	\$137,371.02	\$412,566.40

KDHE use only:

Audited by:

#### COMPLETION INSTRUCTIONS FOR DETAILED BUDGET FOR GRANT FUNDS

The budget is the plan for necessary financing to achieve the process and outcome objectives. The plan for financing should receive serious consideration so that few changes will occur to budget line items during the administration of the grant. If for some reason, during the grant award period a variance of more than 10% to a line item should occur, an amended budget should be filed with Kevin Shaughnessy at [kshaughnessy@kdheks.gov](mailto:kshaughnessy@kdheks.gov) or by contacting him at (785) 296-1507.

1. Enter the name of the organization requesting the grant award.
2. Under Personnel enter each employee and their position or "VACANT" if not currently filled.
  - Annual Salary for Grant Period is the total salary that the Local Agency pays each employee for the year.
  - % of Time Worked should be the percentage of time that position spends on the program.
  - Total will automatically calculate salary \* %
  - "Grantees Share" is the amount provided by local agency (enter the amount).
  - Total requested from grant is the amount you are requesting from KDHE.
  - Retirement and F.I.C.A. should be shown as separate items and are based on the total salary(ies) for the program. Please indicate the percentage rate used for retirement, insurance, etc., as each Local Agency differs in these areas. Please identify the salaries used in calculating retirement, insurance, etc.
3. Include only meals, lodging, transportation and other miscellaneous expenses. Do not include salary of employee during travel.
4. Expendable supplies include all types of supplies. Do not include capital items.
5. Capital Equipment is defined as items costing \$500 or more with a useful life greater than one year. **If possible, either avoid budgeting for capital equipment or show it financed in the Local Applicant's share column.** All Capital Outlay expenditures charged against the State Grant Award must be authorized in the grant award contract or authorized by the State Program Director in writing. Each capital item should be **listed separately**.
6. Expenditure items in the "Other" category would include contractual services such as consultants, rental of equipment, etc. Each projected expenditure item in the "Other" category should be **listed separately**.

Indirect cost and contributions are acceptable as part of the **Local Match Only**, after the agency has submitted an annual indirect cost proposal which meets KDHE requirements. Items included in the indirect cost computation cannot be included as direct cost items.



SFY 2012 Personnel Allocation by Program



Local Agency: City of Wichita Public Works & Utilities- Environmental Health Division Child Care Licensing

Date Feb 11, 2011

	Name/Position	Salary*	State Formula	Child Care License	CDRR	Family Planning	MCH	General Primary Care	Dental Assist- ance	Prescrip- tion Assist- ance	STD Inter- vention and Preven- tion	Ryan White	Opt-out HIV Testing	Target HIV Preven- tion HD	Target HIV Preven- tion CBO	IAP	WIC/IMP	Other	Total % **
Add Line	Carbajal, Carmen RN/ CHN I	\$59,292.00		100															100
Add Line	Jensen, Nancy RN/ CHN III Supervisor	\$60,651.00		100															100
Add Line	Harries, Debra RN/ CHN I	\$44,638.00		100															100
Add Line	Ladd, Adrienne ECH/ Counselor I CDS	\$45,754.00		100															100
Add Line	Manuel, Jennifer ECH/ Counselor I CDS	\$44,638.00		100															100
Add Line	Smith, Dianna RN / CHN I	\$46,898.00		100															100
Add Line	Vacant CHN I part time	\$21,244.00		100															100
Add Line	Vacant clerical part time	\$22,225.00		100															100
Add Line	Vacant CHN I/CDS Full time	\$42,487.00		100															100

\* Annual salary or hourly rate x number of hours to be worked that year. \*\*Total must not exceed 100%.

# COMPLETION INSTRUCTIONS FOR PERSONNEL ALLOCATION BY PROGRAM

**Local Agency Name** - Name of the organization making the application or receiving an award.

**Employee Name/Position** - Identify the employee by name, followed by their position. If the position is vacant or new, indicate by stating "Vacant", "New", "to be hired", etc., in this column.

**Salary** - The annual salary is the total salary that the agency pays each employee. It should match the salary that is used on the Detail Budget for Grants form.

**Program Titles** - List the specific percent of time the employee works under the appropriate program title(s).

**Other** - Identify percent of time the employee is working on other programs if it is not reflected with the grant funding.

**Total** - For each employee the total must equal 100% and not exceed 100%.

To add additional lines, click the add line button.

Salaries and percent of time worked should be rounded to the nearest whole figure.

Footnote any discrepancies or clarify what is being reflected.

All budgets submitted must be in agreement. The administering county for multi-county programs are responsible for obtaining correct and up-to-date information on salaries and percent of time each employee works on grants for each sub-grantee(s). Any discrepancies will delay state review and approval. It is encouraged to reflect the county the employee is employed by for comparison purposes.

If you have questions while completing this form, please contact Kevin Shaughnessy (785) 296-1507, Division of Management and Budget.

Click the submit button and this form will be attached to an e-mail.



Submit Form

# K A N S A S

ROBERT MOSER, MD, ACTING SECRETARY

DEPARTMENT OF HEALTH AND ENVIRONMENT

SAM BROWNBACK, GOVERNOR

**In order to update our records and accurately allocate funding please complete and submit this form with the grant application for each surveyor or assistant surveyor. Also please complete and submit this form for each new surveyor or assistant surveyor employed to conduct inspections for child care licensing at the time of hire.**

**PLEASE COMPLETE ALL INFORMATION.**

Check on: ☒ Surveyor

☐ Assistant Surveyor

For the following county(ies): Sedgwick County

Surveyor Name: Adrienne Ladd

Education:

Highest degree achieved: Bachelor Degree

Specify Field: General Studies

Number of Credit Hours in Early Childhood or Child Development courses: 22

Number of Credit Hours in health related courses: 9

Name and location of accredited College or University: Emporia State University/Emporia, Kansas

Current Professional Certificates or Licenses held: Program Director's Approval over 100 I/T/PS/SA

Experience:

In years, how long have you worked in child care licensing?

3

Job Title: Counselor I- Child Development Specialist

Professional Activities/Memberships: NAEYC/KAAYC

BUREAU OF CHILD CARE & HEALTH FACILITIES  
CHILD CARE LICENSING PROGRAM  
CURTIS STATE OFFICE BUILDING, 1000 SW JACKSON ST., STE. 200, TOPEKA, KS 66612-1274  
<http://www.kdheks.gov/kidsnet>



Submit Form

# KANSAS

ROBERT MOSER, MD, ACTING SECRETARY

DEPARTMENT OF HEALTH AND ENVIRONMENT

SAM BROWNBACK, GOVERNOR

**In order to update our records and accurately allocate funding please complete and submit this form with the grant application for each surveyor or assistant surveyor. Also please complete and submit this form for each new surveyor or assistant surveyor employed to conduct inspections for child care licensing at the time of hire.**

## PLEASE COMPLETE ALL INFORMATION.

Check on: ☒ Surveyor ☐ Assistant Surveyor

For the following county(ies): Sedgwick County

Surveyor Name: Carmen Carbajal

### Education:

Highest degree achieved: Associated Degree

Specify Field: School of Nursing Diploma RN

Number of Credit Hours in Early Childhood or Child Development courses: 3

Number of Credit Hours in health related courses: 60

Name and location of accredited College or University: Marymount College, Salina and Kansas Newman College courses

Current Professional Certificates or Licenses held: Registered Nurse in Kansas and Texas

### Experience:

In years, how long have you worked in child care licensing? 16.75

Job Title: Community Health Nurse I - Child Care Licensing

Professional Activities/Memberships: NARA

BUREAU OF CHILD CARE & HEALTH FACILITIES  
CHILD CARE LICENSING PROGRAM  
CURTIS STATE OFFICE BUILDING, 1000 SW JACKSON ST., STE. 200, TOPEKA, KS 66612-1274  
<http://www.kdheks.gov/kidsnet>



Submit Form

# K A N S A S

ROBERT MOSER, MD, ACTING SECRETARY

DEPARTMENT OF HEALTH AND ENVIRONMENT

SAM BROWNBACK, GOVERNOR

**In order to update our records and accurately allocate funding please complete and submit this form with the grant application for each surveyor or assistant surveyor. Also please complete and submit this form for each new surveyor or assistant surveyor employed to conduct inspections for child care licensing at the time of hire.**

## PLEASE COMPLETE ALL INFORMATION.

Check on: ☒ Surveyor ☐ Assistant Surveyor

For the following county(ies): Sedgwick County

Surveyor Name: Debra Harries

### Education:

Highest degree achieved: Masters Degree

Specify Field: Marriage and Family Therapy

Number of Credit Hours in Early Childhood or Child Development courses: 17

Number of Credit Hours in health related courses: 80

Name and location of accredited College or University: Wichita State University and Friends University, Wichita, Ks.

Current Professional Certificates or Licenses held: RN license

### Experience:

In years, how long have you worked in child care licensing? 1.75

Job Title: Community Health Nurse-I- Child Care Licensing Surveyor

Professional Activities/Memberships: None

BUREAU OF CHILD CARE & HEALTH FACILITIES  
CHILD CARE LICENSING PROGRAM  
CURTIS STATE OFFICE BUILDING, 1000 SW JACKSON ST., STE. 200, TOPEKA, KS 66612-1274  
<http://www.kdheks.gov/kidsnet>



## K A N S A S

RODERICK L. BREMBY, SECRETARY

DEPARTMENT OF HEALTH AND ENVIRONMENT

MARK PARKINSON, GOVERNOR

**In order to update our records and accurately allocate funding please complete and submit this form with the grant application for each surveyor or assistant surveyor. Also please complete and submit this form for each new surveyor or assistant surveyor employed to do inspections for child care licensing and registration when they are hired.**

**PLEASE COMPLETE ALL INFORMATION.**Check on: ☒ Surveyor ☐ Assistant Surveyor

For the following county(ies): Sedgwick

Name Dianna J Smith

## Education:

Highest degree achieved: Bachelor Degree

Specify Field: Nursing

Number of Credit Hours in Early childhood or Child Development courses: 6

Number of Credit Hours in Health related courses: 60

Name and location of accredited College or University: Wichita State University

List all current Professional Certificates or Licenses held: Registered Nurse

## Experience:

In years, how long have you worked in child care licensing and registration? 3.75

Job Title: Community Health Nurse 1

Professional Activities/Memberships: None

BUREAU OF CHILD CARE & HEALTH FACILITIES  
CHILD CARE LICENSING & REGISTRATION PROGRAM  
CURTIS STATE OFFICE BUILDING, 1000 SW JACKSON ST., STE. 200, TOPEKA, KS 66612-1274  
<http://www.kdheks.gov>



Submit Form

# K A N S A S

ROBERT MOSER, MD, ACTING SECRETARY

DEPARTMENT OF HEALTH AND ENVIRONMENT

SAM BROWNBACK, GOVERNOR

**In order to update our records and accurately allocate funding please complete and submit this form with the grant application for each surveyor or assistant surveyor. Also please complete and submit this form for each new surveyor or assistant surveyor employed to conduct inspections for child care licensing at the time of hire.**

## PLEASE COMPLETE ALL INFORMATION.

Check on: ☒ Surveyor ☐ Assistant Surveyor

For the following county(ies): Sedgwick County

Surveyor Name: Jennifer Manuel

### Education:

Highest degree achieved: Bachelor Degree

Specify Field: \_\_\_\_\_

Number of Credit Hours in Early Childhood or Child Development courses: 24

Number of Credit Hours in health related courses: 7

Name and location of accredited College or University: Wichita State University

Current Professional Certificates or Licenses held: Program Director Approval, up to 100 children

### Experience:

In years, how long have you worked in child care licensing? 1.5

Job Title: Counselor I- Child Development Specialist Child Care Surveyor

Professional Activities/Memberships: None

BUREAU OF CHILD CARE & HEALTH FACILITIES  
CHILD CARE LICENSING PROGRAM  
CURTIS STATE OFFICE BUILDING, 1000 SW JACKSON ST., STE. 200, TOPEKA, KS 66612-1274  
<http://www.kdheks.gov/kidsnet>



Submit Form

# K A N S A S

ROBERT MOSER, MD, ACTING SECRETARY

DEPARTMENT OF HEALTH AND ENVIRONMENT

SAM BROWNBACK, GOVERNOR

**In order to update our records and accurately allocate funding please complete and submit this form with the grant application for each surveyor or assistant surveyor. Also please complete and submit this form for each new surveyor or assistant surveyor employed to conduct inspections for child care licensing at the time of hire.**

**PLEASE COMPLETE ALL INFORMATION.**

Check on: ☒ Surveyor ☐ Assistant Surveyor

For the following county(ies): Sedgwick County

Surveyor Name: Nancy Jensen

**Education:**

Highest degree achieved: Bachelor Degree Specify Field: Bachelor of Science in Nursing

Number of Credit Hours in Early Childhood or Child Development courses: 30

Number of Credit Hours in health related courses: 60

Name and location of accredited College or University: WSU, Wesley School of Nursing, Southwestern College, Winfield, Ks

Current Professional Certificates or Licenses held: Registered Nurse in Kansas and Texas

**Experience:**

In years, how long have you worked in child care licensing? 23

Job Title: Division Supervisor Child Care Licensing

Professional Activities/Memberships: KDHE BEST team;

BUREAU OF CHILD CARE & HEALTH FACILITIES  
CHILD CARE LICENSING PROGRAM  
CURTIS STATE OFFICE BUILDING, 1000 SW JACKSON ST., STE. 200, TOPEKA, KS 66612-1274  
<http://www.kdheks.gov/kidsnet>



## **COMMUNITY HEALTH NURSE I (Child Care Licensure)**

### **DISTINGUISHING FEATURES OF WORK**

This professional position involves surveying and investigating complaints in child care facilities in Sedgwick County, according to a Kansas Department of Health & Environment (KDHE) contract, to ascertain if children are cared for in accordance with the Kansas Child Care Law, regulations and local codes.

### **EXAMPLES OF WORK PERFORMED**

- Conducts initial and annual surveys of regulated child care facilities.
- Investigates complaints in regulated and unregulated facilities.
- Conducts joint visits with other agencies, such as Child Protective Services, Exploited and Missing Children Unit, the Wichita Police and Fire Departments, Central Inspection, Sedgwick County Health Surveillance, and the KDHE.
- Consults with childcare providers and the public regarding such subjects as the Kansas child care laws and regulations, child growth and development, SIDS, Lead Prevention, communicable disease control, immunizations, behavior management, playground safety, home safety and accident prevention, nutrition and normal growth and development.
- Develops, updates and conducts classes for child care providers, such as Home and Center Orientation, Signs and Symptoms of Common Childhood Illness, Medication Administration and others as assigned.
- Maintains records and compiles reports.
- Attends training sessions as required.
- Testifies in court and at hearings.
- Completion of work assignments requires operation of a vehicle.
- These examples are not intended to be all-inclusive. Other related duties may be assigned as needed.

### **REQUIREMENTS OF WORK**

- Knowledge of public health and cultural issues
- Knowledge of early childhood education
- Some knowledge of teaching principles and methods
- Some knowledge of normal child growth and development, appropriate activities and child/adult interactions
- Ability to assess compliance of a childcare facility using laws and regulations, and to document findings and make a recommendation regarding licensure
- Ability to organize a caseload to fulfill KDHE contract
- Ability to demonstrate good judgment in managing crisis situations
- Ability to function with minimal supervision
- Ability to collect and interpret data and make a sound judgment
- Ability to maintain program records and compile required reports
- Ability to establish effective working relationships with team members, providers, and the public
- Ability to travel in inclement weather conditions
- Ability to deal with difficult and/or irate people
- Ability to maneuver environmental structures, in order to accomplish job requirements, such as climbing stairs, stepping over objects, opening and closing gates, and /or traversing uneven or unstable terrain
- Ability to lift and carry bulky equipment weighing up to 40 pounds
- Ability to communicate clearly and effectively, orally and in writing, and as necessary to overcome communication barriers by whatever creative means
- Ability to travel outside Sedgwick County for training
- Ability to testify in court and at hearings
- Ability to acquire and maintain a valid Kansas Driver's License
- An employee shall not pose a direct threat to the health or safety of other individuals in the workplace.

### **REQUIRED EXPERIENCE AND TRAINING**

Graduation from a four-year college with a degree in nursing, or graduation from an approved school of nursing, plus at least one year of experience in nursing. An equivalent combination of education, experience and training may be considered. Unrestricted License as a Registered Nurse by the Kansas State Board of Nursing is required. Offers of employment are contingent upon passing a pre-employment physical, which includes drug screening, and upon satisfactory evaluation of the results of a criminal record check.

## **CHILD DEVELOPMENT SPECIALIST**

### **DISTINGUISHING FEATURES OF WORK**

This professional Early Childhood Counseling position involves surveying and investigating complaints in child care facilities in Sedgwick County, according to a Kansas Department of Health and Environment (KDHE) contract, to ascertain if children are cared for in accordance with the Kansas Child Care Law, regulations and local codes. The surveyor also provides education and consultation to childcare providers as directed by the supervisor and the KDHE contract.

### **EXAMPLES OF WORK PERFORMED**

- Conducts initial and annual surveys of regulated child care facilities.
- Investigates complaints in regulated and unregulated facilities.
- Conducts joint visits with other agencies, such as Child Protective Services, Exploited and Missing Children Unit, the Wichita Police and Fire Departments, Central Inspection, Sedgwick County Health Surveillance, and the KDHE.
- Provides consultation to childcare providers and the public in regard to the Kansas Child Care Laws and regulations, child growth and development, SIDS, Lead Prevention, communicable disease control, immunizations, behavior management, playground safety, home safety and accident prevention, nutrition, normal growth and development and other related topics.
- Develops, updates, and conducts classes for child care providers – Center Director Orientation, Behavior Management, age-appropriate activities and others as assigned.
- Maintains records and compiles reports.
- Functions as State's witness in hearings.
- These examples are not intended to be all-inclusive. Other related duties may be assigned as needed.

### **REQUIREMENTS OF WORK**

- Knowledge of early childhood education and public health and cultural issues
- Some knowledge of teaching principles and methods
- Some knowledge of normal child growth and development, appropriate activities and child/adult interactions
- Ability to assess compliance of childcare facilities using laws and regulations, document findings, and make recommendations regarding licensure
- Ability to organize a caseload to meet KDHE contract
- Ability to maintain program records and compile required reports
- Ability to establish effective working relationships with team members, providers, and the public
- Ability to travel in inclement weather conditions
- Ability to deal with difficult and/or irate people
- Ability to maneuver environmental structures to accomplish job requirements, such as climbing stairs, stepping over objects, opening and closing gates, and /or traversing uneven or unstable terrain
- Ability to lift and carry bulky equipment weighing up to 40 pounds
- Ability to communicate clearly and effectively, orally and in writing, and as necessary to overcome communication barriers by whatever creative means
- Ability to travel outside Sedgwick County for training
- Ability to acquire and maintain a valid Kansas driver's license
- An employee shall not pose a direct threat to the health or safety of other individuals in the workplace.

### **REQUIRED EXPERIENCE AND TRAINING**

Bachelor's degree in early childhood education or development (masters degree preferred), and at least one year of experience in Early Childhood education or childcare; OR a Bachelor's degree in Elementary Education with an Early Childhood Endorsement and at least one-year of experience in Early Childhood education or childcare. An equivalent combination of education, experience and training may be considered. Offers of employment are contingent upon passing a pre-employment physical, which includes drug screening, and upon satisfactory evaluation of the results of a criminal record check.

**CLERK I (A)**

**DISTINGUISHING FEATURES OF WORK**

This is clerical work which can be learned by training on the job and which requires limited judgment in its execution. Work may include making arithmetic or similar checks on the work of other employees, but not supervision, unless allowed temporarily over staff assisting with a task.

**EXAMPLES OF WORK PERFORMED**

- Maintains files of correspondence, forms, reports, and other materials; files material alphabetically, numerically, or by other predetermined classification.
- Performs simple arithmetic calculations manually or by using a calculator.
- Picks up, sorts and sends out mail; places material in envelopes or packages.
- Assists in proofreading various written materials.
- Repeats computations made by other clerks to check accuracy.
- Performs simple posting to cost, voucher, individual account, or similar subsidiary records.
- Completes tabulations from records at hand and prepares reports of a standardized and routine nature.
- May deliver materials.
- Completion of work assignments may require the operation of a vehicle.
- These examples are not intended to be all-inclusive. Other related duties may be assigned as needed.

**REQUIREMENTS OF WORK**

- Ability to learn, within a short period of time, office practices and procedures
- Ability to write legibly
- Ability to learn clerical assignments and develop skill in the operation of office machines within a short period of time
- Ability to develop and maintain effective working relationships with associates
- Ability to communicate clearly and effectively, both orally and in writing
- May require ability to acquire and maintain a valid Kansas driver's license
- An employee shall not pose a direct threat to the health or safety of other individuals in the workplace.

**REQUIRED EXPERIENCE AND TRAINING**

Six months of entry level clerical office support work which includes sorting and filing. An equivalent combination of experience and training may be considered. Offers of employment are contingent upon passing a pre-employment physical, which includes drug screening, and upon satisfactory evaluation of the results of a criminal record check.

City of Wichita  
City Council Meeting  
May 24, 2011

**TO:** Mayor and City Council

**SUBJECT:** I-235 By-Pass and 13th Street Floodway Crossing (Districts V & VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

-----

**Recommendation:** Approve the right-of-way acquisition budget.

**Background:** On March 10, 2009, the City Council approved the design concept for a bridge across the Wichita-Valley Center Floodway connecting the I-235 By-pass to 13<sup>th</sup> Street. On July 21, 2009, the City Council approved funding to design the project and to begin right-of-way acquisition. Approval of the additional funding for right-of-way acquisitions and preliminary construction activities is needed at this time to maintain the project schedule. The project will be returned to the City Council at a future date for approval of additional construction funding.

**Analysis:** The proposed project will provide a flyover at the Wichita-Valley Center Floodway that will connect north bound traffic on the I-235 By-pass to west bound traffic on 13<sup>th</sup> Street and east bound traffic on 13<sup>th</sup> Street to south bound traffic on I-235.

**Financial Considerations:** The Council previously approved \$5,000,000 for the project. An additional \$5,000,000 is requested to complete right-of-way acquisition and construction improvements at 13th and Ridge, for a total budget of \$10,000,000. The funding is included in the 2009-2018 Capital Improvement Program. The funding source is Wichita's share of distributions from the County wide sales tax.

**Goal Impact:** The project addresses the Efficient Infrastructure goal by providing an additional connection from the I-235 By-pass to west Wichita.

**Legal Considerations:** The amending resolution has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the right-of-way acquisition budget, adopt the amending resolution and authorize the signing of state/federal agreements as required.

**Attachments:** CIP sheet and resolution.

**CAPITAL IMPROVEMENT  
PROJECT AUTHORIZATION  
CITY OF WICHITA**

USK

To Initiate Project

To Revise Project

X

1. Prepare in triplicate

2. Send original & 2 copies to budget

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department

6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works & Utilities	Eng & Arch	5/3/2011	S-235 and 13th Street Flyover	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
F-		2011		
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised		
12. Project Cost Estimate			12A.	
ITEM	GO	SA	L&T	TOTAL
Right of Way				
Right of Way				
Paving, grading, & const.				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Freeway			\$10,000,000	\$10,000,000
<b>Totals</b>			\$10,000,000	\$10,000,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the ROW acquisition budget increase and amending resolution				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

	Yes	No
Platting Required	_____	_____
Lot Split	_____	_____
Petition	_____	_____
Ordered by WCC	X	_____

Remarks:

Design & ROW only

472-84817

Published in the Wichita Eagle on May 27, 2011

RESOLUTION NO. 11-124

A RESOLUTION AMENDING RESOLUTION NO. 09-223 AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO CONSTRUCT A FREEWAY INTERCHANGE AT THE I-235 FREEWAY AND 13TH STREET (427-84817).

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Resolution No. 09-223 is hereby amended to read as follows:

“SECTION 2. The cost of the above described improvements is estimated to be Ten Million Dollars (\$10,000,000) exclusive of the interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds.”

SECTION 2. The original Section 2 of Resolution No. 09-223 is hereby rescinded.

SECTION 3. The City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24<sup>th</sup> day of May, 2011.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF  
DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
May 24, 2011

**TO:** Mayor and City Council

**SUBJECT:** Grant Funding Application

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

---

**Recommendation:** Authorize the Housing and Community Services Department to apply for funding from the AT&T Foundation.

**Background:** The Housing and Community Services Department was contacted by representatives of AT&T who had learned of the Housing First program. They expressed interest in providing funding from the AT&T Foundation, to enhance the program services through a job training grant, and have issued a formal invitation to apply.

**Analysis:** The Housing First program would benefit from the funding from the AT&T Foundation by providing training and/or re-training for participants in the Housing First program. The enhancement would provide the tools necessary for participants to obtain employment which would enable them to become self-sufficient. While this option may not be appropriate for all participants, it would be of tremendous benefit to many of them.

**Financial Considerations:** The training program funds would be used by existing staff in the Career Development Office, to provide the services. No General Funds would be impacted.

**Goal Impact:** Services provided by this activity impact the Economic Vitality and Affordable Living and Quality of Life goals.

**Legal Considerations:** The Law Department has reviewed the application for approval as to form.

**Recommendations/Actions:** It is recommended that the City Council authorize the Housing and Community Services Department to apply for funding from the AT&T Foundation.

**Attachments:** Application.

City of Wichita  
City Council Meeting  
May 24, 2011

**TO:** Mayor and City Council

**SUBJECT:** Payment for Settlement of Claim

**INITIATED BY:** Law Department

**AGENDA:** Consent

---

**Recommendation:** Authorize payment of \$40,000 as a full settlement for all claims arising out of an automobile accident.

**Background:** This claim arises from a traffic accident which occurred on September 2, 2009. The claim alleges that a Wichita Transit driver was negligent in the operation of a city bus when it hit a vehicle driven by the claimant. It is alleged that the claimant incurred physical injuries as a result of the accident.

**Analysis:** The claimant has offered to accept a lump sum payment of \$40,000 as full settlement of all her claims against the bus driver and City of Wichita. Because of the uncertainty and risk of an adverse judgment at trial, the Law Department recommends acceptance of the offer. The settlement of this claim does not constitute an admission of liability on the part of the City or the driver. Rather, it is merely a settlement to resolve a disputed claim.

**Financial Considerations:** Funding for this settlement payment is from the City's Tort Claims Fund. Transit will reimburse the fund for payment of the settlement.

**Goal Impact:** Payment of the negotiated sum contributes to the City goal of providing a safe and secure community.

**Legal Considerations:** The Law Department recommends acceptance of the claimant's offer of settlement.

**Recommendations/Actions:** It is recommended that the Council authorize payment of \$40,000 as full settlement of all possible claims arising out of the events which are the subject of the claim.

**Attachment:** None



**Second Reading Ordinances for May 24, 2011 (first read on May 17, 2011)**

**Animal Control and Exotic Animal Ordinance Revisions.**

**ORDINANCE NO.49-010**

An Ordinance amending sections 6.04.010; 6.04.020; 6.04.025; 6.04.035; 6.04.036; 6.04.040; 6.04.045; 6.04.046; 6.04.047; 6.04.048; 6.04.050; 6.04.052; 6.04.070; 6.04.080; 6.04.090; 6.04.100; 6.04.110; 6.04.140; 6.04.155; 6.04.157; 6.04.158; 6.04.159; 6.04.160; 6.04.170; 6.04.172; 6.04.173; 6.04.175; 6.04.176; 6.04.210; 6.04.215 and 6.04.218 of the code of the City of Wichita, Kansas, pertaining to animal control and repealing the originals of said sections.

**ORDINANCE NO. 49-011**

An Ordinance amending sections 6.08.010; 6.08.030; 6.08.060 and 6.08.070 of the code of the City of Wichita, Kansas, pertaining to exotic animals and repealing the originals of said sections.

**Southeast Boulevard Bridge at the drainage canal.**

**ORDINANCE NO.49-012**

An Ordinance amending Ordinance No. 48-817 of the City of Wichita, Kansas declaring the Southeast Boulevard Bridge at the drainage canal (472-84923) to be a main trafficway within the City of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements the estimated costs thereof, and the manner of payment of the same.

**City-County Economic Development Grant Agreement with Hawker Beechcraft Corporation.**

**ORDINANCE NO. 49-013**

An ordinance of the city of Wichita, Kansas, authorizing, prescribing the form and authorizing the execution and delivery of an economic development grant agreement by and among Hawker Beechcraft Corporation, the City of Wichita, Kansas, and Sedgwick County, Kansas.

**Public Hearing and Issuance of Industrial Revenue Bonds (Four-G, LLC) (District I)**

**ORDINANCE NO. 49-014**

An ordinance authorizing the City of Wichita, Kansas, to issue its Revenue Bonds, Series II, 2011 (Four-G, LLC) (taxable under federal law), in the aggregate principal amount not to exceed \$9,574,400 for the purpose of constructing, acquiring and equipping a commercial facility; and authorizing the execution of certain documents in connection with the issuance of the bonds.

City of Wichita  
City Council Meeting  
May 24, 2011

**To:** Mayor and City Council

**Subject:** VAC2011-00008 - Request to vacate a portion of a platted setback; generally located northeast of 119<sup>th</sup> Street West and Maple Street. (District V)

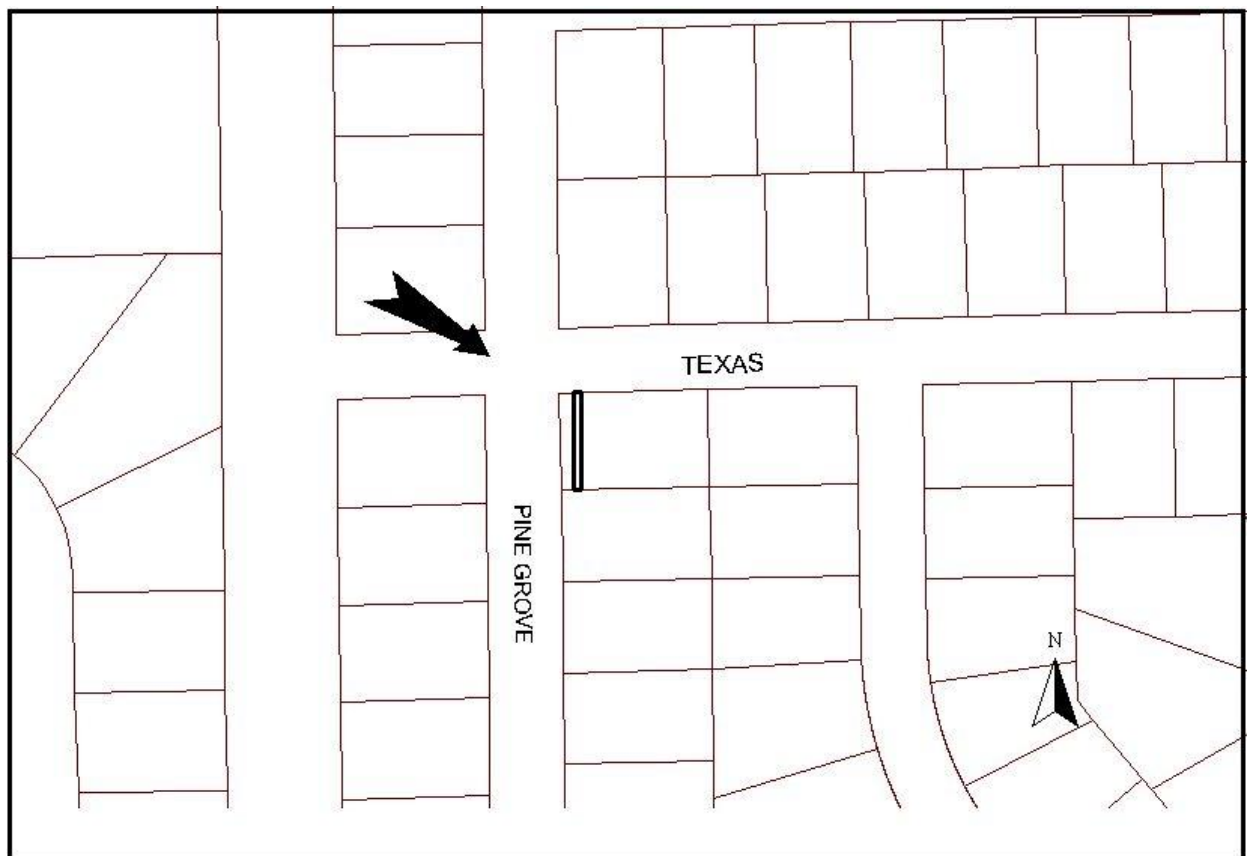
**Initiated By:** Metropolitan Area Planning Department

**Agenda:** Planning (Consent)

---

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.



**Background:** The applicants propose to vacate the east 10 feet of the platted 30-foot front yard setback, on the SF-5 Single-Family Residential (“SF-5”) zoned corner lot; Lot 1, Block 8, Westlink Village 18<sup>th</sup> Addition. The vacation will result in a reduction of the front yard setback to 20 feet. The Unified Zoning Code’s minimum front yard setback for the SF-5 zoning district is 25 feet. If the setback was not platted, the applicants could request an Administrative Adjustment that would reduce the SF-5 zoning district’s minimum 25-foot front yard setback by 20%, resulting in a 20-foot front yard setback. Reduction beyond the 20-foot front yard setback would require a variance, which is a separate public hearing process. There are no platted easements or utilities located within the platted setback. The Westlink Village 18<sup>th</sup> Addition was recorded with the Register of Deeds on November 16, 1978.

**Analysis:** The MAPC voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant’s expense.

**Goal Impact:** The application supports the City’s goal to Ensure Efficient Infrastructure.

**Legal Considerations:** A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** Follow the recommendation of the Metropolitan Area Planning Commission, to approve the Vacation Order and authorize the necessary signatures.

**Attachments:** No attachments are necessary for this vacation request.

City of Wichita  
City Council Meeting  
May 24, 2011

**To:** Mayor and City Council

**Subject:** VAC2011-00009 - Request to vacate a portion of a sanitary sewer easement dedicated by separate instrument; generally located south of 31<sup>st</sup> Street South and west of Oliver Avenue. (District III)

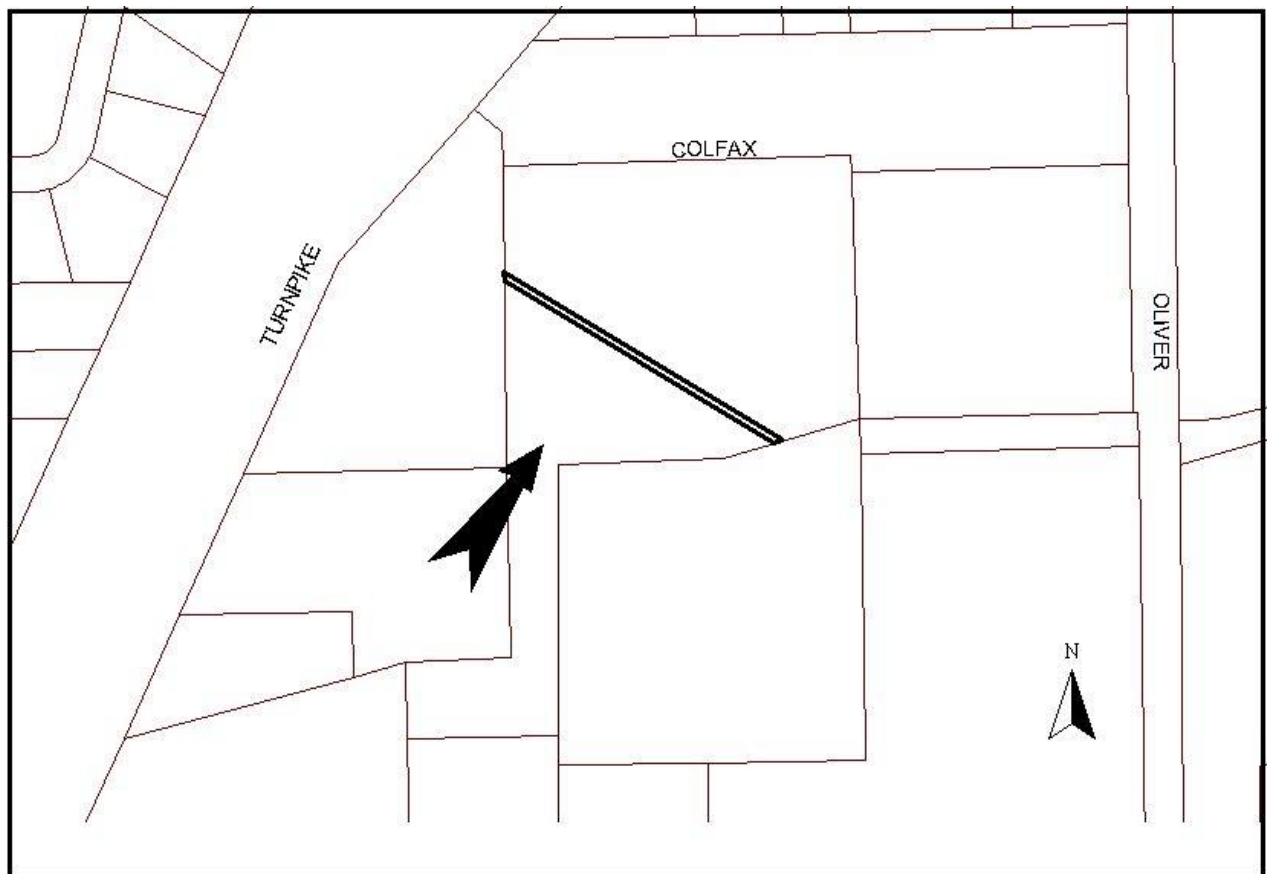
**Initiated By:** Metropolitan Area Planning Department

**Agenda:** Planning (Consent)

---

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.



**Background:** The applicant, Spirit Aerosystems, Inc., proposes to vacate 730.94 feet of the 16.5-foot wide sanitary sewer easement, dedicated by separate instrument (Misc. Book 150, Page 604) and located in Lot 1, the Turnpike Industrial Park 3<sup>rd</sup> Addition. A public sewer line and manholes located in the subject easement have been abandoned, per City standards; 1962PPS. There are no other utilities located within the subject easement. The Turnpike Industrial Park 3<sup>rd</sup> Addition was recorded with the Register of Deeds on November 28, 1988.

**Analysis:** The MAPC voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Goal Impact:** The application supports the City's goal to Ensure Efficient Infrastructure.

**Legal Considerations:** A certified copy of the Vacation Order will be recorded with the Register of Deeds.

**Recommendation/Actions:** Follow the recommendation of the Metropolitan Area Planning Commission, to approve the Vacation Order and authorize the necessary signatures.

**Attachments:** No attachments are necessary for this vacation request.

City of Wichita  
City Council Meeting  
May 24, 2011

**TO:** Wichita Housing Authority Board Members

**SUBJECT:** Housing Choice Voucher Family Self-Sufficiency Grant Application

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Wichita Housing Authority (Consent)

---

**Recommended Action:** Approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

**Background:** The Department of Housing and Urban Development (HUD) has issued a Notice of Funding Availability (NOFA) for continued funding of Family Self-Sufficiency Program Coordinator positions.

**Analysis:** HUD requires that Housing Authorities operate a Family Self-Sufficiency (FSS) program for Section 8 Housing Choice Vouchers, as a condition for receipt of additional vouchers. Though it is a requirement for Housing Authorities, participation by Section 8 Housing Choice Voucher holders is voluntary. The advantage to participants is the opportunity to establish goals related to self-sufficiency and receive support and assistance to reach those goals, from the FSS Coordinators. All goals involve income enhancement through education, training and job advancement, which ultimately lead to a reduced reliance on public assistance. The Family Self-Sufficiency Coordinators establish partnerships with employers and service providers in the community to help participants obtain jobs and services. Many participants identify homeownership as a self-sufficiency goal, which is consistent with national statistics related to the economic benefits of homeownership. Since program inception in 2002, 53 FSS participants have become homeowners through the Housing Choice Voucher Homeownership program as a result of their participation in the FSS program.

**Financial Considerations:** The amount requested is \$176,384, which will fund the salary and fringe benefits for three Family Self-Sufficiency Program Coordinator positions. All funds are federal; no City General Funds will be involved.

**Goal Impact:** The Family Self-Sufficiency program contributes to the Economic Vitality and Affordable Living goal by supporting affordable housing.

**Legal Considerations:** The Law Department has reviewed the grant application and approved it as to form.

**Recommendation/Action:** It is recommended that the Wichita Housing Authority Board approve the application, approve the grant award upon receipt, and authorize the necessary signatures.

**Attachment:** Housing Choice Voucher Family Self-Sufficiency Grant Application.

<b>Opportunity Title:</b>	Housing Choice Voucher Family Self Sufficiency
<b>Offering Agency:</b>	US Department of Housing and Urban Development
<b>CFDA Number:</b>	14.871
<b>CFDA Description:</b>	Section 8 Housing Choice Vouchers
<b>Opportunity Number:</b>	FR-5500-N-07
<b>Competition ID:</b>	HCV-07
<b>Opportunity Open Date:</b>	04/21/2011
<b>Opportunity Close Date:</b>	06/08/2011
<b>Agency Contact:</b>	For answers to your questions, you may contact the Public and Indian Housing Resource Center at 800-955-2232. Persons with hearing or speech impairments may access this number via TTY (text telephone) by calling the Federal Information Relay Service at 800-877-8339. (These are toll-free

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

\* **Application Filing Name:** City of Wichita Kansas Housing Authority

## Mandatory Documents

Move Form to Complete

Move Form to Delete

## Mandatory Documents for Submission

Application for Federal Assistance (SF-424)
HUD Facsimile Transmittal

## Optional Documents

Move Form to Submission List

Move Form to Delete

## Optional Documents for Submission

HUD Applicant-Recipient Disclosure Report
Disclosure of Lobbying Activities (SF-LLL)
Attachments

## Instructions

- 1 Enter a name for the application in the Application Filing Name field.**

  - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
  - You can save your application at any time by clicking the "Save" button at the top of your screen.
  - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- 2 Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.**

  - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
  - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
  - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
  - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- 3 Click the "Save & Submit" button to submit your application to Grants.gov.**

  - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
  - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
  - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
  - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
<b>* 2. Type of Application:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision		
<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>		
<b>* 3. Date Received:</b> Completed by Grants.gov upon submission.		
<b>4. Applicant Identifier:</b> <input type="text"/>		
<b>5a. Federal Entity Identifier:</b> KS004		<b>5b. Federal Award Identifier:</b> KS004FSS8
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> <input type="text"/>		<b>7. State Application Identifier:</b> <input type="text"/>
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> City of Wichita Kansas Housing Authority		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 48-6000653		<b>* c. Organizational DUNS:</b> 0430634600000
<b>d. Address:</b>		
<b>* Street1:</b> 332 N. Riverview		
<b>Street2:</b> <input type="text"/>		
<b>* City:</b> Wichita		
<b>County/Parish:</b> Sedgwick		
<b>* State:</b> KS: Kansas		
<b>Province:</b> <input type="text"/>		
<b>* Country:</b> USA: UNITED STATES		
<b>* Zip / Postal Code:</b> 67203-4245		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> Wichita Housing Authority		<b>Division Name:</b> Section 8
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> Mrs		<b>* First Name:</b> Gail
<b>Middle Name:</b> <input type="text"/>		
<b>* Last Name:</b> Lotson		
<b>Suffix:</b> <input type="text"/>		
<b>Title:</b> Section 8 Program Manager		
<b>Organizational Affiliation:</b> <input type="text"/>		
<b>* Telephone Number:</b> 316-462-3792		<b>Fax Number:</b> 316-337-9103
<b>* Email:</b> glotson@wichita.gov		



**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

L: Public/Indian Housing Authority

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

US Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.871

CFDA Title:

Section 8 Housing Choice Vouchers

**\* 12. Funding Opportunity Number:**

FR-5500-N-07

\* Title:

Housing Choice Voucher Family Self Sufficiency

**13. Competition Identification Number:**

HCV-07

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

To support the implementation of local strategies that help HUD assisted renters make progress toward self-sufficiency.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant

4

b. Program/Project

KS004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

01/01/2012

\* b. End Date:

12/31/2012

**18. Estimated Funding (\$):**

* a. Federal	176,384.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	176,384.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

Mr.

\* First Name:

Carl

Middle Name:

\* Last Name:

Brewer

Suffix:

\* Title:

Mayor

\* Telephone Number:

316-268-4331

Fax Number:

316-268-4333

\* Email:

cbrewer@wichita.gov

\* Signature of Authorized Representative:

Completed by Grants.gov upon submission.

\* Date Signed:

Completed by Grants.gov upon submission.

**Facsimile Transmittal**

U. S. Department of Housing  
and Urban Development  
Office of Department Grants  
Management and Oversight

OMB Number: 2525-0118  
Expiration Date: 06/30/2011

**1304363714-4366****Name of Document Transmitting:** Housing Choice Voucher Family Self-Sufficiency Application**1. Applicant Information:****Legal Name:** City of Wichita Kansas Housing Authority**Address:****Street1:** 332 N. Riverview**Street2:****City:** Wichita**County:** Sedgwick**State:** KS: Kansas**Zip Code:** 67203-4245**Country:** USA: UNITED STATES**2. Catalog of Federal Domestic Assistance Number:****Organizational DUNS:** 0430634600000**CFDA No.:** 14.871**Title:** Section 8 Housing Choice Vouchers**Program Component:****3. Facsimile Contact Information:****Department:** Wichita Housing Authority**Division:** Section 8**4. Name and telephone number of person to be contacted on matters involving this facsimile.****Prefix:** Mrs. **First Name:** Gail**Middle Name:****Last Name:** Lotson**Suffix:****Phone Number:** 316-462-3792**Fax Number:** 316-337-9103**5. Email:** glotson@wichita.gov**6. What is your Transmittal? (Check one box per fax)**☐ a. Certification ☒ b. Document ☐ c. Match/Leverage Letter ☐ d. Other**7. How many pages (including cover) are being faxed?**

1

**Applicant/Recipient  
Disclosure/Update Report**

U.S. Department of Housing  
and Urban Development

OMB Number: 2510-0011  
Expiration Date: 10/31/2012

**Applicant/Recipient Information**

\* Duns Number: 0430634600000

\* Report Type: INITIAL

**1. Applicant/Recipient Name, Address, and Phone (include area code):**

**\* Applicant Name:**

City of Wichita Kansas Housing Authority

\* Street1: 332 N. Riverview

Street2:

\* City: Wichita

County: Sedgwick

\* State: KS: Kansas

\* Zip Code: 67203-4245

\* Country: USA: UNITED STATES

\* Phone: 316-462-3792

**2. Social Security Number or Employer ID Number:** 48-6000653

**\* 3. HUD Program Name:**

Section 8 Housing Choice Vouchers

**\* 4. Amount of HUD Assistance Requested/Received: \$** 176,384.00

**5. State the name and location (street address, City and State) of the project or activity:**

\* Project Name: Family Self-Sufficiency Program

\* Street1: 332 N. Riverview

Street2:

\* City: Wichita

County: Sedgwick

\* State: KS: Kansas

\* Zip Code: 67203-4245

\* Country: USA: UNITED STATES

**Part I Threshold Determinations**

\* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

☒ Yes

☐ No

\* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR Sec. 4.9

☐ Yes

☒ No

If you answered " No " to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.

**However,** you must sign the certification at the end of the report.

---

**Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.**

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

---

Department/State/Local Agency Name:

\* Government Agency Name:

Government Agency Address:

\* Street1:

Street2:

\* City:

County:

\* State:

\* Zip Code:

\* Country:

\* Type of Assistance:

\* Amount Requested/Provided: \$

\* Expected Uses of the Funds:

---

Department/State/Local Agency Name:

\* Government Agency Name:

Government Agency Address:

\* Street1:

Street2:

\* City:

County:

\* State:

\* Zip Code:

\* Country:

\* Type of Assistance:

\* Amount Requested/Provided: \$

\* Expected Uses of the Funds:

---

(Note: Use Additional pages if necessary.)

Add Attachment

Delete Attachment

View Attachment

---

**Part III Interested Parties.** You must decide.

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

\* Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)

\* Social Security No. or Employee ID No.

\* Type of Participation in Project/Activity

\* Financial Interest in Project/Activity (\$ and %)

			\$		%
			\$		%
			\$		%
			\$		%
			\$		%

(Note: Use Additional pages if necessary.)

Add Attachment

Delete Attachment

View Attachment

**Certification**

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

\* Signature:

\* Date: (mm/dd/yyyy)

Completed Upon Submission to Grants.gov



<b>PHA Certifications of Compliance with PHA Plans and Related Regulations</b>	<b>U.S. Department of Housing and Urban Development</b> Office of Public and Indian Housing <b>Expires 4/30/2011</b>
--	--

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:  
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the n/a 5-Year and/or 2011 Annual PHA Plan for the PHA fiscal year beginning 1/1/2011, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.



12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.


City of Wichita Housing Authority  
PHA Name

KS004  
PHA Number/HA Code

     5-Year PHA Plan for Fiscal Years

X Annual PHA Plan for Fiscal Year 2011

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Carl Brewer	Title	Mayor and Chairman of the Wichita Housing Authority Board
Signature		Date	10/5/10

## ATTACHMENTS FORM

**Instructions:** On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

**Important:** Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	HUD 52651 HCV FSS Program Cod	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	HUD 96010 FY 11 HCVFSS V1.0	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3		Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4		Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5		Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6		Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7		Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8		Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9		Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10		Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11		Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

**Housing Choice Voucher  
(HCV) Family Self-  
Sufficiency (FSS)  
Program Coordinator  
Funding**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian  
Housing

OMB Approval No. 2577-0178  
Exp. (09/30/2013)

Public reporting burden for this collection of information is estimated to average 0.75 hours. This includes the time for collecting, reviewing, and reporting the data. Information provided is to determine the eligibility of the applicant for funding for the salary of a program coordinator. HUD uses the information to determine eligibility of the applicant to receive funding. Information is required to obtain benefit under 24 CFR 982.302(b). The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

**PART I: General Information. (To be completed by all applicants.)**

Applicant Category:

- ☐ PHAs Not Currently administering FSS  
☒ PHAs Currently administering FSS

Moving-to-Work  
PHA?

☐ Yes ☒ No

State or Regional  
PHA?

☐ Yes ☒ No

DUNS Number of Applicant:

04-306-34-60

Funding Request

for Fiscal Year: 2011

A. PHA Legal Name (For joint applicants, lead PHA name): City of Wichita Housing Authority (KS004)

Address: 332 N. Riverview

City: Wichita

County: Sedgwick

State: Kansas

Zip Code: 67203-4245

PHA Number of Applicant: 1

B. Legal Name of Joint Applicant PHA. (If applicable.)

Address:

City:

County:

State:

Zip Code:

PHA Number of Applicant:

Legal Name of Joint Applicant PHA. (If applicable.)

Address:

City:

County:

State:

Zip Code:

PHA Number of Applicant:

Legal Name of Joint Applicant PHA. (If applicable.)

Address:

City:

County:

State:

Zip Code:

PHA Number of Applicant:

PHA Number of Applicant:

**List any additional co-applicants on page 4**

C. Evidence demonstrating salary comparability to similar positions in the local jurisdiction for each position requested is on file at the PHA.

☒ Yes ☐ No

D. Contact information person most familiar with application:

Name: Gail Lotson

Telephone Number: 316-462-3792

Email Address: glotson@wichita.gov

**PART II: Funding/Positions Requested by PHAs that are Currently Administering HCV/FSS Programs**

**A. Previously Funded Positions**

FY Last Funded	Salary Amount Last Funded	Salary Requested Per Position ** under this NOFA	Number of Positions at salary level	Is applicants request above percentage allowed in the NOFA? 'Y' or 'N' ***
2010	64908	64908	1	N
2010	55738	55738	2	N

- B. New Positions** --Total salary requested per position including fringe benefits, if applicable. If more than one position, list each separately:

Salary Requested, including Fringe Benefits**

**C. Total Requested**

1.	3	Total number of positions requested in Part II
2.	\$176,384.00	Total \$ requested in Part II

\*\* Salary awards will not exceed the cap per position stated in the most recent HCV/FSS NOFA.

\*\*\* For any position, where the applicant is requesting a percentage increase above the amount provided for in the current HCV/FSS NOFA, the applicant must comply with justification requirements in the current HCV/FSS NOFA.

**Additional space for Part II A and B on page 4**

**PART III: Requests for PHAs that are NOT currently administering HCV/FSS Programs****A. FSS Action Plan Information:**

	The number of HCV/FSS program slots in the HUD-approved Action Plan. (For Joint applications, provide total approved slots for all joint applicant PHAs.)
--	---

**B. Position/Salary Requested:**

Number of Positions	Salary Requested, including Fringe Benefits if applicable**

Additional space for Part III B on page 4

**C. Total Requested.**

1.		Total number of positions requested in Part III B
2.		Total \$ requested in Part III B

\*\* Salary awards will not exceed the cap per position stated in the most recent HCV/FSS NOFA.

**Continuation of Part I. B, Legal Name of Joint Applicant PHAs**

Legal Name of Joint Applicant PHA. (If applicable.)	
Address:	
City:	County:
State:	Zip Code:
PHA Number of Applicant:	
Legal Name of Joint Applicant PHA. (If applicable.)	
Address:	
City:	County:
State:	Zip Code:
PHA Number of Applicant:	
PHA Number of Applicant:	

**Continuation of Part II. A, Previously Funded Positions:**

FY Last Funded	Salary Amount Last Funded	Salary Requested Per Position ** under this NOFA	Number of Positions at salary level	Is applicants request above percentage allowed in the NOFA? 'Y' or 'N' ***

**Continuation of Part II. B, New Positions:**

Salary Requested, including Fringe Benefits**

**Continuation of Part III. B, Position/Salary Requested:**

Number of Positions	Salary Requested, including Fringe Benefits if applicable**

HUD Goals	Policy Priority	Needs	Services/Activities	Measures			Outcomes	Measures			Evaluation Tools
1		2	3	Pre	Post	YTD	5	Pre	Post	YTD	7
3C	4c	Planning There is a need to maintain on-going linkages to services and economic opportunities for existing FSS program participants in order to support their transition to employment and economic self-sufficiency.	Programming Policy Priority-Capacity Building and Knowledge Sharing-Meet with local PCC (minimum 4 meetings per year) and conduct gap analysis  Meetings	4			Impact Policy Priority-Capacity Building and Knowledge Sharing-Number of education/training services available from partners added as a result of the gap analysis  Services	3			A. Tools for Measurement
5A	1a		Policy Priority-Job Creation/Employment-Partnership with Workforce Investment Board (WIB) to establish apprenticeship programs and/or job opportunities  Partnerships	1			Policy Priority-Job Creation/Employment-Number of job placements as a result of partnerships with the Workforce Investment Board  FTE	3	FTE		Database
3C	1b		Outreach-Outreach to families  Households		Households		Self-Sufficiency-Earned income increased-Households  Households	10	Households		Recruitment log
3C	1b		Case Management-Service Coordination-Individual Training Service Plans (ITSPs) developed  Persons		Persons		Case Management-Service Coordination-Contract completed  Households	7	Households		B. Where Data Maintained
3A	1b		Education-Post secondary classes-Enrolled  Persons	3			Education-College enrollment  Persons	2	Persons		Individual case records
3C	4c		Outreach-Service Coordination-Work with Program Coordinating Committee to obtain services  Services		Services		Employment-Job placement  Persons	5	Persons		Specialized database
1B	4c		Financial Literacy-Credit repair counseling-Enrolled  Persons	10			Financial Literacy-Credit score improved  Persons	3	Persons		C. Source of Data
3C	1a		Employment-Employment/Career counseling-Enrolled  Persons		Persons		Financial Literacy-Escrow accounts established  Households	5	Households		Escrow accounts
					#VALUE!				#VALUE!		Mortgage documents
					#VALUE!				#VALUE!		GED certification/diploma
					#VALUE!				#VALUE!		D. Frequency of Collection
					#VALUE!				#VALUE!		Monthly

**City of Wichita  
City Council Meeting  
May 24, 2011**

**TO:** Wichita Airport Authority

**SUBJECT:** Federal Aviation Administration  
Lease No. DTFASW-10-L-00042 - Supplemental Agreement No. 3  
1761 Airport Road - Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the Supplemental Agreement.

**Background:** The Wichita Airport Authority (WAA) and the Federal Aviation Administration (FAA) entered into a five-year Agreement in 2009 to lease the facility located at 1761 Airport Road on Mid-Continent Airport. The building complex included 4,185 sq. ft. of office and technical space. The intent for the office complex was to house the FAA's Wichita Systems Support Center division. This division provides technical support for Navigational Aids for Mid-Continent Airport. Because all of the government approvals could not be obtained, the division was not able to relocate to this facility.

**Analysis:** The Agreement has a cancellation clause allowing the FAA to reduce in whole or part of the leasehold by giving a ninety-day written notice. In July 2010, the FAA provided a written notice to vacate space less two offices that total 312 sq. ft. The FAA wishes to continue leasing the two offices for the remainder of the lease, expiring September 30, 2015. The supplemental agreement is to be effective October 1, 2010. The office space that the FAA is vacating will be available for lease by others since the remainder of the building has been converted into a multi-tenant facility.

**Financial Considerations:** The Agreement stipulates that the facility rental rate is \$13.76 per sq. ft. Therefore, the annual revenue for the rental of the two offices is \$4,300, which reflects an annual decrease of \$57,200.

**Goal Impact:** The Airport's contribution to the Economic Vitality of Wichita is promoted through negotiating agreements which allow Mid-Continent's Airport partners to continue their operations on the Airport, which in turn, generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

**Legal Considerations:** The Supplemental Agreement has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the Supplemental Agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 3.



<b>U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT No. 3	DATE
	TO LEASE NO. DTFASW-10-L-00042	

ADDRESS OF PREMISES AS AMENDED: Approximately 312 square feet of space at 1761 Airport Road, Wichita, Kansas. Space consists of office and technical space. All space to be utilized for such purposes as determined by the Federal Aviation Administration.

THIS AGREEMENT, made and entered into this date by and between THE WICHITA AIRPORT AUTHORITY whose address is 2173 Air Cargo Road, Wichita, Kansas 67209 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, on 7/29/09, the parties hereto entered into Lease Number DTFASW-10-L-00042 (which supersedes Lease No. DTFACE-06-L-00054), as amended by Supplemental Agreement No. 1 on October 22, 2009, and Supplemental Agreement No. 2 on June 8, 2010, for the consideration and purposes more particularly stated in said lease, and

WHEREAS, the parties hereto desire to amend the above Lease, and,

WHEREAS, the Government has a requirement to reduce the space to a total of 312 square feet of space to the existing leased premises; and,

WHEREAS, the Government notified Lessor of such reduction per Certified Mail 7003 0500 0004 9787 5441 on July 19, 2010; and,

WHEREAS, the Government will reduce the rental to \$4,293.12 per year

NOW THEREFORE, effective October 1, 2010, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

**Delete Articles 2 and 5 in their entirety and replace as follows:**

2. **DESCRIPTION (10/96)** - The Lessor hereby leases to the Government the following described premises, as reflected on Exhibit A, attached hereto and made a part hereof:

Approximately 312 square feet of space, more or less, at 1761 Airport Road, Wichita, Kansas. Space shall consist of office and technical space. All space to be used for such purposes as determined by the Federal Aviation Administration.

5. **RENTAL (10/96)** - Effective October 1, 2010, rent shall be payable to the Lessor in arrears and will be payable each month in the amount of \$4,293.12 per year payable monthly at \$357.76 without the submission of invoices or vouchers. This rental includes operating costs and is subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month shall be prorated. Checks will be made payable to: The Wichita Airport Authority, 2173 Air Cargo, Wichita, Kansas 67209.

All other terms and conditions of the lease shall remain in force and effect

Important: Lessor X is, ☐ is not required to sign this document and return 2 copy to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

**ATTEST:**

**THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS**

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Carl Brewer, President  
"LESSOR"

By: \_\_\_\_\_  
Victor D. White, Director of Airports

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

**UNITED STATES OF AMERICA**

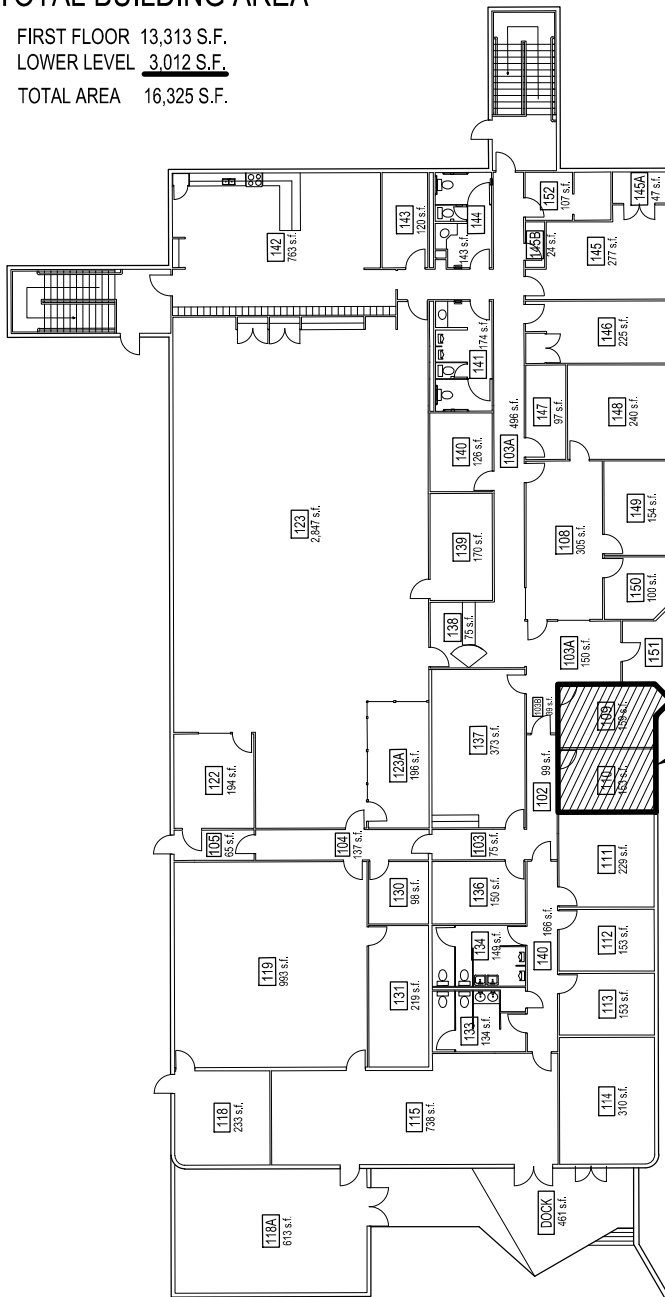
\_\_\_\_\_  
Morgan C. Finley  
Real Estate Contracting Officer

Date: \_\_\_\_\_

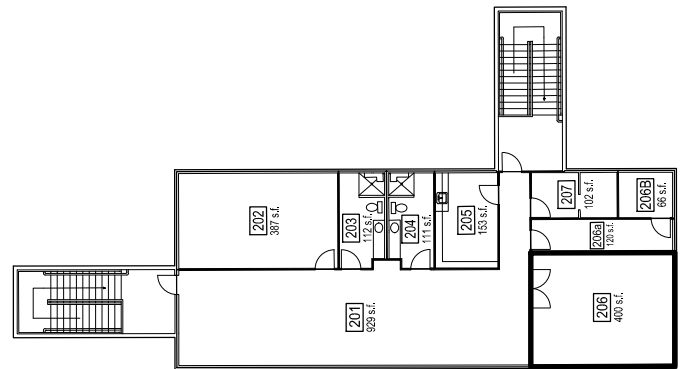
# EXHIBIT A

## TOTAL BUILDING AREA

FIRST FLOOR 13,313 S.F.  
 LOWER LEVEL 3,012 S.F.  
 TOTAL AREA 16,325 S.F.



MAIN LEVEL PLAN



LOWER LEVEL PLAN

## FAA AREA

2 - OFFICES APPROX. 312± s.f.

ALL ROOM AREAS ARE CALCULATED TO THE CENTER OF WALLS, INCLUDING OUTSIDE WALLS. AND ARE ROUNDED TO THE NEAREST SQUARE FOOT.

THE STANDARD FOR ROOMS ALONG THE OUTSIDE WALLS IS TO INCLUDE THE SQUARE FOOTAGE TO THE OUTSIDE EDGE. FOR THIS BUILDING WE CALCULATED THE SQUARE FOOTAGE TO MIDDLE OF THE OUTSIDE WALL.

## EXHIBIT A

SUPPLEMENT AGREEMENT NO. 3  
 LEASE NO. DTFASW-10-L-00042

## LEGEND



OFFICE AREA = 312 sq.ft.

**1761 AIRPORT ROAD**

**WICHITA MID-CONTINENT AIRPORT**

THE WICHITA AIRPORT AUTHORITY  
 WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
5/5/11	H.G.O.	1" = 30'	1 of 1

City of Wichita  
City Council Meeting  
May 24, 2011

**TO:** Wichita Airport Authority

**SUBJECT:** Roof Evaluation for Hail Damage for Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Initiate the project; approve the initial budget and the contract.

**Background:** In September 2010, Mid-Continent Airport experienced a significant hail event that damaged the roofs of numerous facilities. In order to appropriately evaluate the resultant damage and its impact on the useful lives of the roofs, a Request for Proposals was issued.

**Analysis:** Seven firms submitted proposals and two firms were interviewed. The Staff Screening Selection Committee selected Jim D. Koontz & Associates, Inc. to provide these professional services based upon price, value and relevant airport facility experience. This firm is currently under contract with Cessna and its insurance carrier to perform similar inspections of the damaged facilities at Cessna's campus at Mid-Continent Airport. In addition to the roof evaluations, the consultant will also develop a master roofing technical specification and assist with warranty language that will be used for bidding repairs to the Airport roofs.

**Financial Considerations:** The contract amount for this scope of work is a not-to-exceed amount of \$35,500. The project is included in the current Capital Improvement Program and will be funded with General Obligation bonds repaid from Airport revenues. The initial budget requested is \$50,000 to cover the firm's fees and other related expenses. If storm-related damage is found, additional design and construction projects are anticipated.

**Goal Impact:** The Airport's contribution to the Economic Vitality of Wichita is promoted through appropriate maintenance and preservation of Airport assets and facilities.

**Legal Considerations:** The Law Department has approved the Contract as to legal form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the project budget and contract and authorize necessary signatures.

**Attachments:** Contract.

CONTRACT  
for  
CONSULTING SERVICES  
between  
WICHITA AIRPORT AUTHORITY

and

JIM D. KOONTZ & ASSOCIATES, INC.

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, party of the first part, hereinafter called the "OWNER" and Jim D. Koontz & Associates, Inc., 3120 N. Grimes Street, Hobbs, New Mexico, 88240 party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That,

WHEREAS the OWNER is engaged in the operation of Wichita Mid-Continent Airport; and whereas it is the desire of both parties that the CONSULTANT furnish consulting services in conjunction with the Roofs Evaluation (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS, the OWNER is authorized by law to employ a consultant to provide professional consulting services NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

The Scope of Services to be performed by the CONSULTANT shall be as outlined in EXHIBIT A.

ARTICLE II - THE CONSULTANT AGREES:

- A. To provide the professional services, equipment, material and transportation to perform the tasks as outlined in Article I, SCOPE OF SERVICES.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications and to submit qualifications of the proposed project manager to the OWNER in advance of the Notice to Proceed. The OWNER reserves the right to withhold the Notice to Proceed until a qualified project manager is designated. The OWNER shall concur with any changes to this assignment.
- C. This Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas.
- D. To submit to the OWNER in a timely manner, editable, electronic files of all surveys and drawings in AutoCAD format and specifications in Microsoft Word. Each submittal shall be in a single, organized file that mimics the plans and specifications.

- E. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to third parties or their property or to the OWNER and its property arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement. This liability shall extend to consequential damages suffered by OWNER as a result of loss of revenue, loss of grant or other funding mechanisms, regulatory penalties, changes in construction requirements, or changes in regulatory compliance requirements.
- F. To maintain all books, documents, papers, accounting records, and to make such material available at the CONSULTANT'S office at reasonable times during the contract period, and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the OWNER or authorized representatives.
- G. That the CONSULTANT shall not, on the grounds of race, color, sex, national origin, age or handicap, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONSULTANT, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The OWNER reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.

The CONSULTANT assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered suborganizations provide assurances to the OWNER that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

- H. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work described in EXHIBIT A.
- I. To submit billings to the OWNER for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the OWNER, which shall include a record of the percentage completion evidenced by approved deliverables, of the number of days allocated for completion of the work, the number of days that have elapsed, and the number of days that remain to complete the work. Progress billings shall also include copies of subconsultant invoices to the CONSULTANT for the same billing period. Payment to subconsultants,

for satisfactory performance shall be made within 30 days of receipt of payment and no retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.

- J. To complete and deliver plans to the OWNER within the time allotted for the work as stipulated herein; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT. The schedule is outlined in EXHIBIT C, attached hereto and incorporated herein by reference. The CONSULTANT shall maintain such schedule through the duration of the Project.
- K. To covenant and represent to be responsible for the professional and technical accuracy and the coordination of all drawings or other work or material furnished by the CONSULTANT under this Agreement.

CONSULTANT further agrees, covenants and represents that Services furnished by CONSULTANT, its agents, employees and subconsultants under this Agreement shall be free from negligent errors or omissions.

CONSULTANT further agrees, covenants and represents, that all specifications and bid documents prepared in accordance with the work required by this Agreement shall contain a clause that provides the following:

"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the OWNER shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

- L. To procure and maintain such professional liability insurance as will protect the CONSULTANT from damages resulting from negligent acts and/or omissions of the CONSULTANT, its agents, officers, employees and subconsultants in an amount not less than \$3,000,000 per claim, with tail coverage extending for 3 years after project completion, subject to deductible of the greater of \$10,000 or such amount that the CONSULTANT can demonstrate to OWNER'S satisfaction if financially prudent. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by OWNER. In addition, a Worker's Compensation policy with coverage amounts sufficient to meet statutory requirements shall be provided and maintained. This policy shall contain an "all-states" endorsement. In addition, an Employers Liability policy with coverage in the sum of not less than \$1,000,000 shall be provided and maintained. This policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law.

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT for the duration of the Project that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the OWNER or others arising out of any negligent act or omission of CONSULTANT,

its agents, officers, employees, or subconsultants in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$1,000,000 per occurrence for bodily injury, death and property damage. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations. Satisfactory Certificates of Insurance shall be filed with the OWNER prior to the time CONSULTANT starts any work under this Agreement. The CONSULTANT shall maintain such insurance through the duration of the Project. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

- M. Its agents, employees and subcontractors, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on Airport property, including such rules, regulations, orders and/or restrictions that may be adopted, enacted or amended during the term of this Agreement.
- N. The CONSULTANT and the OWNER shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in any proposal or contract documents is deemed void.
- O. That all information provided by the OWNER and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:
  - 1. Within the public domain at the time of its disclosure.
  - 2. Required to be disclosed by a court of competent jurisdiction or Government order.
  - 3. Approved by the OWNER for publicity.
  - 4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.

#### ARTICLE III - THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT available to the OWNER. All data shall be considered confidential unless otherwise noted.
- B. To provide standards, as available, for the PROJECT.
- C. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.



- D. To provide the right of entry into secured areas for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, the Transportation Security Administration and Federal Aviation Administration regarding airfield safety and security.
- E. To pay all applicable design phase fees, unless otherwise stated herein.
- F. To abate asbestos, as needed, within the work zone.

#### ARTICLE IV - PAYMENT PROVISIONS:

- A. Payment to the CONSULTANT for performance of the specified services shall be as described hereinafter.
  - 1. Payment to the CONSULTANT for the performance of study services shall be a not to exceed fee amount of \$24,500.00 (EXHIBIT D)
  - 2. Payment to the CONSULTANT for the performance of the Additional Services shall be a not-to-exceed fee amount of \$9,500.00 as listed hereinafter: (EXHIBIT D)

Developing technical specifications	\$5,000.00
Developing standard warranty language	500.00
Developing typical details	<u>4,000.00</u>

TOTAL	\$9,500.00
-------	------------

- B. During the course of the Agreement any scope changes anticipated or detected by the CONSULTANT shall immediately, and in writing, be brought to the attention of the OWNER along with an estimate of actual costs and impact to the schedule. The CONSULTANT shall give the OWNER the opportunity to mitigate any and/or all impacts of the proposed scope changes. For potential scope changes initiated by the OWNER, the OWNER shall provide to the CONSULTANT, in writing, the known details of the proposed scope change and the CONSULTANT shall proceed to provide a timely response. In no case shall additional work be performed nor shall additional compensation be paid except on the basis of an executed supplemental agreement.
- C. Final payment shall not occur until all work is complete and approved by the OWNER.

#### ARTICLE V - THE PARTIES HERETO MUTUALLY AGREE:

##### A. TERMINATION OF CONTRACT

- 1. That the right is reserved to the OWNER to terminate this Agreement or any portion of phase of this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned; PROVIDED, however, that in such case the CONSULTANT shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for profit. Upon receipt of such notice, Services shall be immediately discontinued (unless the notice directs otherwise) and all materials

as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER and become the possession of the OWNER.

2. Any violation or breach of the terms of this Agreement on the part of the CONSULTANT or subconsultant(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the OWNER may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate agreement or otherwise, for the account and at the expense of the CONSULTANT. The CONSULTANT shall be liable to the OWNER for those costs associated with the remedy of the breach of terms.
  3. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- B. That the specifications, plans and other deliverables shall become the property of the OWNER upon delivery or termination of the Services in accordance with this Agreement. The OWNER shall not hold the CONSULTANT liable upon the OWNER'S reuse of any part of deliverables, and there shall be no restriction or limitation on their further use by the OWNER. Consultant's seal and name shall not be reproduced on such documents if reused by the OWNER.
  - C. That the services to be performed by the CONSULTANT under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the OWNER.
  - D. In the event of unavoidable delays in the progress of the work, reasonable extensions in the time will be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore.
  - E. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
  - F. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
  - G. For good cause, and as consideration for executing this Agreement, the CONSULTANT, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all right, title, and interest in and to all causes of action it may now or hereafter require under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.

- H. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- I. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.
- J. The CONSULTANT hereby certifies that:
1. The CONSULTANT has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the CONSULTANT) to solicit or secure this Agreement.
  2. The CONSULTANT has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
  3. The CONSULTANT has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).
  4. By acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Carl Brewer, President  
"OWNER"

By: \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

Jim D. Koontz & Associates, Inc  
3120 N. Grimes St.  
Hobbs, NM 88240

By: \_\_\_\_\_

By: Jim D. Koontz

Title: \_\_\_\_\_

Title: President  
"CONSULTANT"

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

ATTACHMENTS: EXHIBIT A – Equal Employment Opportunity  
EXHIBIT B – Scope of Services  
EXHIBIT C – Project Schedule  
EXHIBIT D – Fee Schedule

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.



**Jim D. Koontz & Associates, Inc.**  
**P O. Box 1054**  
**Hobbs, New Mexico 88241**  
**Ph 575 392 7676**  
**Fx 575 392 7602**

---

April 19, 2011

Mr. John Oswald  
Airport Authority  
2173 Air Cargo Road  
Wichita, Kansas 67209-1958

Tel: 316-946-4715  
Fax: 316-946-1898  
Email: [joswald@wichita.gov](mailto:joswald@wichita.gov)

Re: Scope of Services  
Airport Authority  
2173 Air Cargo Road  
Wichita, Kansas 67209-1958  
JDK 30-37-1

Dear Mr. Oswald:

As previously indicated, Jim D. Koontz & Associates, Inc. proposes to perform a survey at the referenced project and provide the Airport Authority with a detailed, photographically illustrated report. Specifically, our services will include:

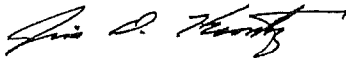
- Retention of a local roofer to assist in gaining access to various buildings.
- A physical examination of the interior and roof surface of each building. A registered roof consultant will inspect each roof. During the examination of the roofs, a capacitance (moisture) meter will be utilized.
- For non-metal conventional roof systems such as single ply and/or built-up, small probes will be taken to verify roof construction. The probes will be repaired with similar materials by the local roofing contractor retained by Jim D. Koontz & Associates, Inc. Probes will be repaired by a contractor that is approved by the roof system manufacturer so as to maintain any current warranties in effect.
- Photographs of all conditions will be taken.
- Roof plans and aerial photographs will be generated for each building. Current roof leakage will be denoted on roof plans. Upon completion of the project, the roof plan AutoCad files will be provided to the Airport Authority.
- Upon completion of the report, a written survey with a narrative description of each building and the condition of the roof on each building will be provided. The narrative will include a determination of whether or not storm damage is present. The remaining service life of each roof will also be provided. The Word file of the report will be provided to the Airport Authority.



- In the event the roofs are damaged and/or in need of maintenance or repair, a brief scope of repair work will be provided for each building. A review will be made with local building code officials. Any code issues that might affect re-roofing will be identified.
- For buildings where repair and/or re-roofing is recommended, a cost estimate will be generated on a per building basis. All cost estimates will be based upon current local roofing costs.
- An initial single copy draft report will be forwarded to your office for your review. After your review and return of the draft report, three finalized reports will be forwarded to your office.
- At your request, a follow-up meeting will be held at your office to review the reports.
- Develop a technical specification master for future Airport re-roof projects: Cost: \$5,000.00.
- Develop standard warranty language for future Airport re-roof projects: Cost: \$500.00.
- Develop typical design details to be used as standards for future Airport re-roof projects: Cost: \$4,000.00.

If you have any questions, please call.

Sincerely,



Jim D. Koontz, PE, RRC  
President

Enclosures  
JDK/sw

Mid-Continent Airport Facilities*			12-10-10	EXHIBIT B	
Facility #	Facility Description	Address	Roof Area to Evaluate*		
1	AIRPORT ADMINISTRATION	2173 ACR	6,324		
2	AIRPORT PUBLIC SAFETY	2193 ACR	8,820		
3	HANGAR NO. 20	2203 ACR	23,255		
4	SOUTH AIR CARGO	2205 -2229 ACR	31640 (REMOVED)		
5	AIRLINE MAINTENANCE	2251 ACR	5400 (REMOVED)		
6	TERMINAL/CONCOURSE	2299 AR	120,868		
7	AIR TRAFFIC CONTROL TOWER (FAA)	2196 AR	25,066		
8	RAYTHEON AIRCRAFT	2190 AR	224		
9	HANGAR NO. 6 (HAWKER-BEECHCRAFT)	2180-2184 AR	30,000		
10	GARMIN	2140 AR	5,952		
11	MULTI-TENANT OFFICE	2120 AR	4,213		
12	WATERWORKS	2100 AR	1,257		
13	FUEL FARM OPERATOR'S OFFICE	2090 AR	240		
14	HANGAR NO. 1 (YINGLING AIRCRAFT)	2010 AR	53,720		
15	COLLINS/AIRPARTS (WAREHOUSE)	1991 AR	12,084		
16	FLIGHTSAFETY-CESSNA (OFFICE)	1951 AR	43,812		
17	HANGAR NO. 29 (YINGLING AIRCRAFT)	2000 AR	4,358		
18	HANGAR NO. 2 (HAWKER-BEECHCRAFT)	1980 AR	61,624		
19	HANGAR NO. 3 (BEVAN RABELL)	1880 AR	24,391		
20	T-HANGAR NO. 11 (YINGLING AIRCRAFT)	1830 AR	10,400		
21	T-HANGAR NO. 12 (YINGLING AIRCRAFT)	1830 AR	10,400		
22	T-HANGAR NO. 14 (YINGLING AIRCRAFT)	1830 AR	10,400		
23	T-HANGAR NO. 15 (YINGLING AIRCRAFT)	1830 AR	10,400		
24	HANGAR NO. 18 PAINT HANGAR (EXECUTIVE AIRCRAFT)	1830 AR	6,045		
25	HANGAR NO. 10 (CESSNA FLYING CLUB)	1780 AR	24,381		
26	HANGAR NO. 27 (KOCH INDUSTRIES)	1760 AR	39,245		
27	HANGAR NO. 16 (KOCH INDUSTRIES)	1700 AR	27,326		
28	T-HANGAR NO. 22 (RAYTHEON AIRCRAFT)	-----	10,985		
29	T-HANGAR NO. 24 (RAYTHEON AIRCRAFT)	-----	10,848		
30	T-HANGAR NO. 26 (RAYTHEON AIRCRAFT)	-----	10,464		
31	T-HANGAR NO. 21 (YINGLING AIRCRAFT)	-----	10,985		
32	T-HANGAR NO. 23 (RAYTHEON/YINGLING)	-----	13,851		

33	T-HANGAR NO. 25 (RAYTHEON/VINGLING)	-----	18,542
34	HANGAR NO. 17 (EXECUTIVE AIRCRAFT)	1640 AR	27,151
35	HANGAR NO. 19 (EXECUTIVE AIRCRAFT)	1600 AR	32,490
36	ROCKWELL/COLLINS AVIATION (OFFICE)	2051 AR	37,140
37	MULTI-TENANT-FACILITY	1761 AR	13,313
38	GENERAL OFFICES (FAA)	1801 AR	41,486
39	FLIGHTSAFETY-CITATION (OFFICE)	1851 AR	41,664
40	FLIGHTSAFETY-MAINTENANCE	1962 MR	16,740
41	HILTON INN AIRPORT	2098 AR	71,900
42	AON/RISK SERVICES (OFFICE)	1995 MR	15,748
43	PRAATT AND WHITNEY (OFFICE)	1955 MR	9,985
44	VACANT OFFICE	1935 MR	7,150
45	BUDGET CAR RENTAL	1895 MR	7,675
46	HERTZ CAR RENTAL	1835 MR	4,706
47	AVIS CAR RENTAL	1882 MR	1,625
48	AMERICAN BONANZA SOCIETY (OFFICE)	1922 MR	3,142
49	MAINTENANCE BUILDING NO. 1 (SOUTH YARD) (WAA)	7710 SOUTHWEST BLVD	8,000
50	MAINTENANCE BUILDING NO. 2 (SOUTH YARD) (WAA)	7710 SOUTHWEST BLVD	8,000
51	MAINTENANCE BUILDING NO. 3 (SOUTH YARD) (WAA)	7710 SOUTHWEST BLVD	8,000
52	CARGO WAREHOUSE (DHL)	2163 ACR	20,800
53	CARGO WAREHOUSE (FEDERAL EXPRESS)	2073 ACR	13,500
54	U.S. POST OFFICE	7117 HARRY	172,800
55	HANGAR NO. 28 (HAWKER BEECHCRAFT)	1590 AR	50,040
56	HANGAR NO. 32 (EAGLE MED)	6601 PUEBLO	23,000
57	CLASSROOMS AND HANGAR (FORMERLY BOEWATC)	2021 EISENHOWER	31,804
58	FLIGHTSAFETY-LEARJET	2 LEARJET WAY	13,663
59	NATIONAL WEATHER SERVICE (OFFICE)	2142 S TYLER	5,117
60	VACANT OFFICE	2204 S TYLER	3,140
61	AIRFIELD ELECTRICAL VAULT		4,417
62	LEARJET HANGAR (COMPLETION)	LEARJET	67,900
63	LEARJET HANGAR (CUSTOMER SERVICE)	LEARJET	234,240
64	WAREHOUSE/ANNEX (FAA)	1801 AR	2,079

65	CESSNA MODULAR OFFICES (ANNEX 4)	2603 HOOVER	45,042
66	CESSNA C-06 (ACC HANGAR)	2605 HOOVER	76,891
67	CESSNA C-16 (ACC HANGAR)	-----	75,353
68	CESSNA C-12 (HANGAR)	-----	38,709
69	CESSNA C-2 DELIVERY HANGAR	ONE CESSNA	19,462
70	CESSNA C-1 MARKETING & CORPORATE OFFICES	ONE CESSNA	25,334
71	CESSNA C-4 FIRE PUMP & MECH FACILITY	-----	5,428
72	CESSNA C-3 ACC & MARKETING DELIVERY	THREE CESSNA	104,434
73	CESSNA C-5 CITATION SERVICE CENTER (HANGAR)	FIVE CESSNA	153,357
74	CESSNA C-7 DEPAINT FACILITY	-----	19,566
75	CESSNA C-13 HANGAR	2625 HOOVER	30,575
76	CESSNA C-14 MARKETING & AIR TRANS	2625 HOOVER	12,065
77	CESSNA BLAST FENCE & ENGINE RUN-UP	-----	
78	CESSNA COMPASS ROSE, EAST	-----	
79	CESSNA COMPASS ROSE, WEST	-----	
80	CESSNA C-10 CITATION SERVICE CENTER	2121 HOOVER	443,000
81	<b>SOUTH YARD STORAGE LEAN-TO</b>	-----	<b>6,147</b>
82	AIRPORT UNDERGROUND BULK FUEL STATION		N/A
83	BLAST FENCE AND ENGINE RUN UP (LEARJET)	-----	
84	SEWAGE LIFT STATION (CITY OF WICHITA)		
85	MICROWAVE ANTENNA (FAA)		
86	RTR/D (FAA) #4		
87	ASR (FAA)		
88	RTR/A (FAA) #1		
89	LOCALIZER 1L (FAA)		
90	GLIDESLOPE 19R (FAA)		
91	RVR (FAA)	N/A	REMOVED
92	GLIDESLOPE 1L (FAA)		
93	LOCALIZER 19R (FAA)		
94	GLIDESLOPE 1R (FAA)		
95	LOCALIZER 1R (FAA)		
96	HARRY STREET BRIDGE		
97	CROSSFIELD ROAD BRIDGE		
98	ELECTRICAL SUB-STATION A	7201 HARRY	

99	ELECTRICAL SUB-STATION S			
100	<b>PARKING LOT EXIT PLAZA</b>			579
101	CESSNA FUEL FARM (SOUTH)			
102	CESSNA FUEL FARM (NORTH)			
103	COWSKIN RUNWAY BRIDGE			
104	RTR/B (FAA) #2			
105	FIRE TRAINING FACILITY			
106	LOCALIZER 19L (FAA)			
107	GLIDESLOPE 19L (FAA)			
108	ENGINE RUN-UP (CESSNA)			
109	AIRLINE GLYCOL STORAGE			
110	CESSNA C-9 FIRE PUMP FACILITY			2,400
111	LEARJET FUEL FARM			
112	HANGAR (FORMERLY BOEWATC)			9,051
113	AIRPORT ROTATING BEACON			
114	HONEYWELL (OFFICE)	7227 HARRY		58,329
115	GOLF COURSE CLUB HOUSE	1931 S TYLER		
116	GOLF COURSE SOUTH MAINTENANCE BUILDING	2131 S TYLER		
117	GOLF COURSE NORTH MAINTENANCE BUILDING	2131 S TYLER		
118	GOLF COURSE-HOUSE	N/A	REMOVED	
119	U.S. POST OFFICE MAINTENANCE SHOP	7117 HARRY		
120	<b>HOUSE &amp; GARAGE SOUTH YARD</b>	<b>7708 SW BLVD</b>		
121	<b>NORTH CARGO BUILDING</b>	<b>1935 ACR</b>		46,800
122	NEW TERMINAL		NOT BUILT	
123	CESSNA MODULAR OFFICES (ANNEX 6)	? HOOVER		
124	WASTEWATER TREATMENT PLANT (CITY OF WICHITA)	8018 SW BLVD		
125	CESSNA C-8 COLUMBUS AND CX ASSEMBLY		PROPOSED	
126	CESSNA C-11 COOLER TOWER			
127	<b>CONSTRUCTION TRAILER</b>			672
128	SOUTH YARD GLYCOL BULK STORAGE			
129	NATIONAL WEATHER BUREAU (RADAR)			
130	ENTERPRISE RENT-A-CAR	1755 MR		4,450
131	ENTERPRISE RENT-A-CAR, FUEL PUMPS	1755 MR		
132	<b>PARK &amp; RIDE LOT SHELTER (N.E.)</b>			120
133	<b>PARK &amp; RIDE LOT SHELTER (N.W.)</b>			120

134	PARK & RIDE LOT SHELTER (S.E.)			120
135	PARK & RIDE LOT SHELTER (N.E.)			120
136	PARK & RIDE LOT SHELTER EXIT PLAZA CANOPY			800
137	MULTI-TENANT OFFICE, WAREHOUSE/ANNEX	1761 AR		274
138	AIRPORT PUBLIC SAFETY, EMERGENCY POWER BLDG.	2193 ACR		173
139	ANNEX TO BAY #1 (YINGLING)			8,950
140	SELF FUELING STATION (YINGLING)			
141	WEATHER STATION (NATIONAL WEATHER SERVICE)			
142	WIND MEASURING EQUIPMENT (FAA)			
143	<b>SOUTH MAINTENANCE YARD, FUEL PUMPS</b>			755
144	<b>SAND STORAGE</b>			1,020
145	SEWAGE LIFT STATION (CITY OF WICHITA)			
146	ENGINE TEST CELL (FORMERLY BOE/WATC)			
147	WATERWELL SHELTER (FORMERLY BOE/WATC)			
148	HANGAR 28 UNDERGROUND RESERVOIR			
149	PUMPHOUSE (LEARJET)			
150	WIND SHEAR EQUIPMENT (FAA)			
151	WIND SHEAR EQUIPMENT (FAA)			
152	WEATHER SENSOR RPU			
152	SNOW REMOVAL EQUIPMENT BUILDING	FUTURE		53,365 (Preliminary)
	<b>LEGEND</b>			
	ACR - AIR CARGO ROAD			
	MR - MIDFIELD ROAD			
	AR - AIRPORT ROAD			
	*NOTES:			
	1. Roof areas are approximate.			
	2. Facilities to evaluate are in <b>BOLD and ITALICS</b>			

JIM D. KOONTZ & ASSOCIATES, INC.  
HOBBS, NEW MEXICO

AIRPORT AUTHORITY  
WICHITA, KANSAS  
PAGE 4

## STUDY SCHEDULE

Upon receipt of a signed contract from the City of Wichita, the inspection dates will be scheduled with the Airport Authority. Assuming security issues are not problematic, the inspection will begin within 21 days of a notice to proceed. Depending upon weather conditions, the survey will take approximately 3-5 days.

Upon completion of the field survey, a report will be generated that will include a narrative of each building, the overall roof condition and whether or not hail damage is present. A roof plan will be generated for each building along with photographic documentation of our findings. A summary spreadsheet for the overall project will be developed with a preliminary cost estimate for damaged areas based on replacement of the roof with like/kind materials and/or required building code upgrades. The report will be generated within 21 days of the inspection date. Following delivery of the final report, and allowing 7 days for staff review by the Airport Facilities Department, Jim D. Koontz will be available to travel to Wichita for a follow-up meeting to discuss the report findings.

**FEE SCHEDULE****Initial Inspection & Sample Removal**

Jim Koontz, PE, RRC	12 hours	\$250.00 hour	\$3,000.00
Associate, RRO	32 hours	\$175.00 hour	5,600.00
Roundtrip Airfare	2 each	At Cost	2,200.00
Rental Car	2 each	At Cost	900.00
Hotel	2 each	At Cost	1,300.00
<b>Subtotal</b>			<b>\$13,000.00</b>

**Report**

Jim Koontz, PE, RRC	20 hours	\$250.00 hour	\$5,000.00
Secretarial	40 hours	\$50.00 hour	2,000.00
Drafting	20 hours	\$50.00 hour	1,000.00
<b>Subtotal</b>			<b>\$8,000.00</b>

**Follow-up Meeting**

Jim Koontz, PE, RRC	8 hours	\$250.00 hour	\$2,000.00
Airfare		At Cost	1,100.00
Rental Car		At Cost	200.00
Hotel		At Cost	200.00
<b>Subtotal</b>			<b>\$3,500.00</b>

**Grand Total Not To Exceed:      \$24,500.00****Additional Services**

1. Develop a technical specification master for future Airport re-roof projects:

Jim Koontz, PE, RRC	20 hours	\$250.00 hour	\$5,000.00
---------------------	----------	---------------	------------

2. Develop standard warranty language for future Airport re-roof projects:

Jim Koontz, PE, RRC	2 hours	\$250.00 hour	\$500.00
---------------------	---------	---------------	----------

3. Develop typical design details to be used as standards for future Airport re-roof projects:

Drafting	80 hours	\$50.00 hour	\$4,000.00
----------	----------	--------------	------------



City of Wichita  
City Council Meeting  
May 24, 2011

**TO:** Wichita Airport Authority

**SUBJECT:** INTRUST Bank, NA  
Supplemental Agreement No. 1  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the Supplemental Agreement.

**Background:** Since 2007, INTRUST Bank, NA (Intrust) has been providing automatic teller machine services (ATM) at two locations in the terminal building at Wichita Mid-Continent Airport. There is one ATM located in the pre-security (public area) of the main floor of the terminal building. The second ATM is located in the post-security (passenger) area of the east concourse. The availability of ATM services is an important feature for the convenience of the Airport's customers.

**Analysis:** Recently, the revenue generated from the ATMs has not met Intrust's minimum requirements. In order to maintain the existing level of service and maintain revenue requirements, Intrust wishes to have the fixed monthly fee reduced. In addition, Intrust will upgrade the ATMs to be in compliance with ADA regulations and will relocate the east concourse ATM to a higher traffic location within the concourse. The original Agreement includes three renewal option terms. Currently, Intrust is exercising their second renewal option term that will expire May 7, 2012.

**Financial Considerations:** Revenue to the Wichita Airport Authority (WAA) will be a fixed fee of \$200 per month in addition to fifty percent of the surcharge income generated from users of the ATMs. The financial impact to the WAA will be an annual \$2,400 reduction from the revenue generated by the fixed monthly fee compared to the previous term.

**Goal Impact:** The Airport's contribution to the Economic Vitality of Wichita is promoted through negotiating mutually-beneficial agreements which allow Mid-Continent's business partners to continue their operations on the Airport, which in turn, generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

**Legal Considerations:** The Supplemental Agreement has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the Supplemental Agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

By and Between

THE WICHITA AIRPORT AUTHORITY  
and  
INTRUST BANK, NA

Automated Teller Machine  
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 1, dated May 24, 2011, is made between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, the (OWNER); and INTRUST BANK, NA., the (FINANCIAL INSTITUTION).

The parties previously entered into an Agreement dated May 8, 2007 to provide service for automated teller machine services in the existing Terminal Building on Wichita Mid-Continent Airport; and

The OWNER and FINANCIAL INSTITUTION now wish to enter into this Supplemental Agreement No. 1 to modify Exhibit "A" and adjust the rental amounts.

In consideration of these covenants and agreements, the parties hereto agree to the following modifications to the original agreement:

1.

**Location:** ARTICLE 2, Location, of the original Agreement shall be superseded to include the following language:

FINANCIAL INSTITUTION shall place its ATMs in the areas reflected on Exhibit "A" to this Supplemental Agreement, attached hereto and incorporated herein, supplementing Exhibit "A" included in the original Agreement.

2.

**Fees and Charges:** ARTICLE 5, Fees and Charges, of the original Agreement shall be superseded to the extent it is inconsistent with the following language, which is now effective:

FINANCIAL INSTITUTION agrees to pay OWNER \$200 per month for the license. In addition, FINANCIAL INSTITUTION shall pay to OWNER 50% of the surcharge income generated from the use of the ATMs with a guaranteed minimum of \$500 per month. Said payments shall be made on or before the 15th of the following month.

Fees and charges during the renewal option(s) if exercised, shall be mutually agreed upon by the OWNER and the FINANCIAL INSTITUTION.

3.

**Other Terms.** It is understood and agreed that except as modified herein all other terms and conditions of the original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By \_\_\_\_\_  
Karen Sublett, City Clerk

By \_\_\_\_\_  
Carl Brewer, President  
"OWNER"

By \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

INTRUST BANK, NA

By \_\_\_\_\_

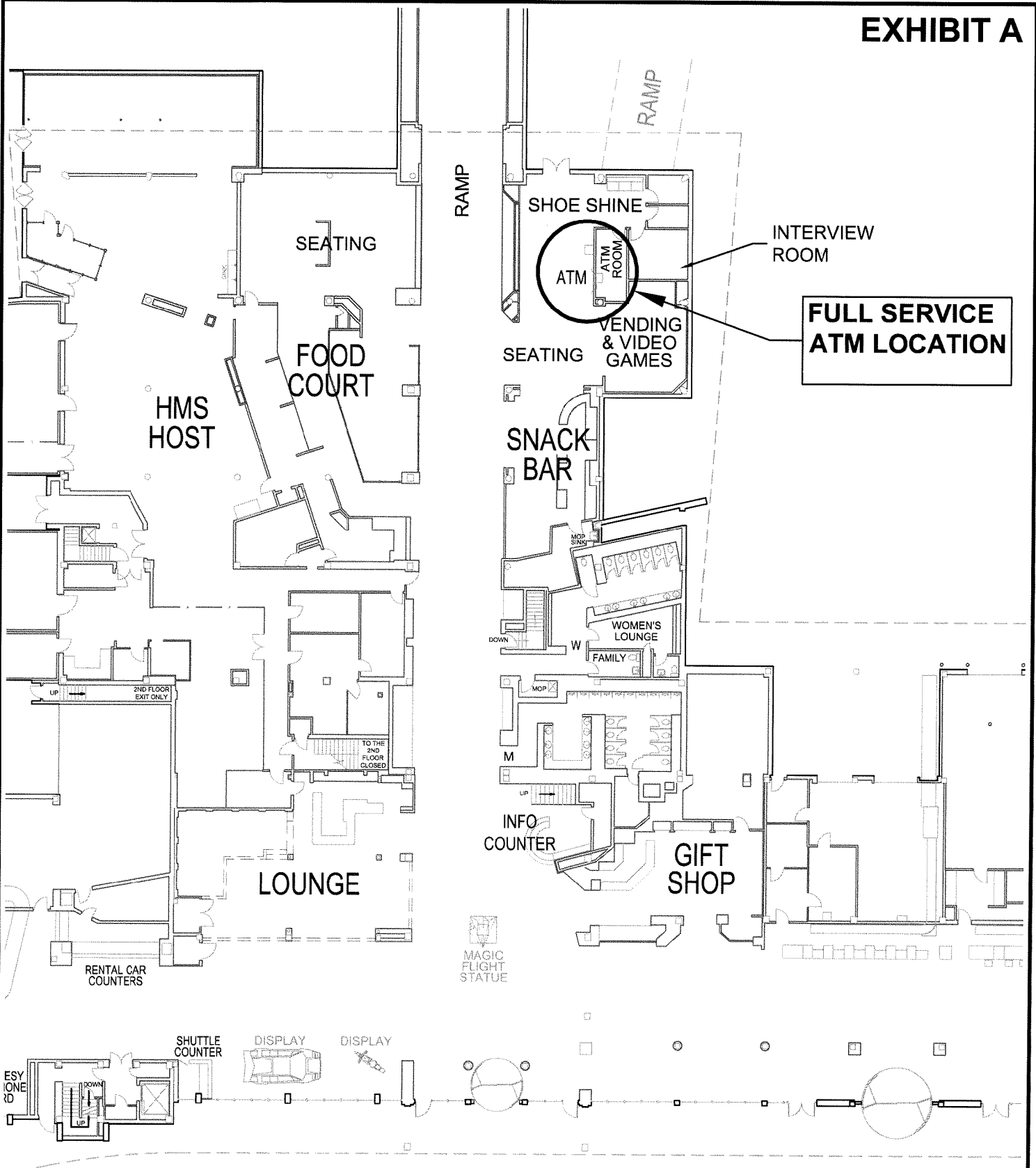
By TR Gary

Title \_\_\_\_\_

Title SVP, IT 5-5-11  
"FINANCIAL INSTITUTION"

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

# EXHIBIT A

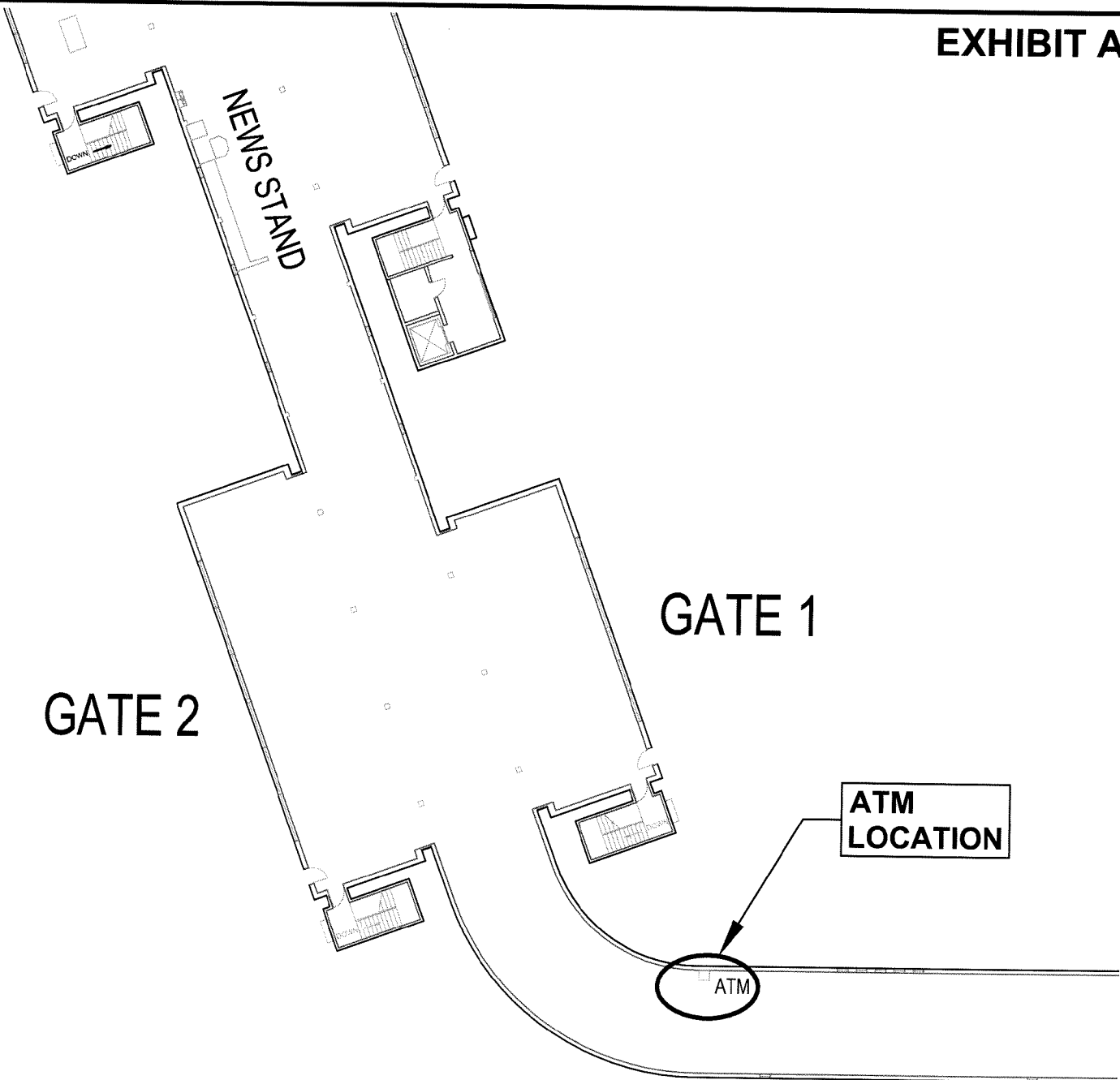


## MAIN LOBBY

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
4/28/11	H.G.O.	1" = 30'	1 of 2



**EAST CONCOURSE**

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
4/28/11	H.G.O.	1" = 30'	2 of 2

**City of Wichita  
City Council Meeting  
May 24, 2011**

**TO:** Wichita Airport Authority

**SUBJECT:** Signature Technologies, Inc. d/b/a Com-Net Software  
Supplemental Agreement No. 1 - Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the Supplemental Agreement.

**Background:** As a result of a competitive bid process, the Wichita Airport Authority (WAA) approved the contract with Signature Technologies, Inc. d/b/a Com-Net Software (Signature) to install and maintain the Flight Information Display System (FIDS) at Mid-Continent Airport in December 2007. The installation occurred in April 2008. The software manages and controls the FIDS system that displays the arrival and departure information; visual paging for the hearing impaired; and receives automatic flight updates from the airlines' operational offices and the Federal Aviation Administration.

**Analysis:** The term of the Agreement expired April 26, 2011. The Supplemental Agreement will extend the term for an additional two-year period. In the event the procurement for a replacement operator has not been completed by that time, the Supplemental Agreement includes a provision which allows for continuation with two, one-year renewal terms. The long-term interests of the public are best served by entering into a Supplemental Agreement with Signature. The major obstacle in undertaking a competitive public procurement at this time is there are many uncertainties and unknowns associated with the design of the future terminal and its impact on the FIDS system. These uncertainties and unknowns would likely have a negative and detrimental effect on price proposals if the WAA were to conduct a solicitation for a new contractor at this time. Therefore, it is reasonable and appropriate to continue with the same contractor, under the same contractual conditions, with a known maintenance fee, until nearing the time when the terminal is completed. At that time a competitive maintenance and service provider selection would be initiated.

**Financial Considerations:** The annual fee of \$54,000 will continue at the same rate compared to the previous years. Funds are available within the operating budget.

**Goal Impact:** The Airport's contribution to the Economic Vitality of Wichita is promoted through initiating agreements which maintain systems designed to provide information to its users, and ultimately improve services to Airport users.

**Legal Considerations:** Extension of this Agreement rather than public bidding for vendor solicitation is appropriate under both City Code sections 2.64.020(b) as a sole source of supply – maintenance of existing installations, and 2.64.020(g) as a high technology item. The Law Department has reviewed and approved this Supplemental Agreement as to form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the Supplemental Agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement.

## AMENDMENT TO CONTRACT AGREEMENT

AMENDMENT NUMBER: ONE (1)

DATED: May 24, 2011

CONTRACT: **CONTRACT AGREEMENT**, made on the **4<sup>th</sup>** day of **December 2007** between Wichita Airport Authority (hereinafter referred to as "ICT"), having a principal place of business at 2173 Air cargo Road, Wichita, KS, 67209 and **Signature Technologies, Inc. dba Com-Net Software** (hereinafter referred to as "Com-Net"), having its principal place of business at 3728 Benner Rd., Miamisburg, Ohio 45342.

The above-mentioned Agreement is hereby amended to address an extension to the Service Delivery from the Term basis of the original Contract.

1. Contract Section 5.0 – Price and Payment Term

**Replacement of Section 5.3, previously noted as "This section intentionally left blank" with the following:**

**Upon conclusion of the initial 36 month term, this contract will be extended for an additional two (2) years starting on April 26, 2011 and terminating on April 25, 2013 with monthly payments being made in the amount of Forty-Five Hundred Dollars (\$4,500.00) per month. Two additional one-year term renewals will be available by mutual consent.**

2. Contract, Appendix A – Statement of Work

**Add onto this section the following paragraph:**

**Upon conclusion of the initial 36 month term, this contract will be extended for an additional two (2) years starting on April 26, 2011 and terminating on April 25, 2013 with monthly payments being made in the amount of Forty-Five Hundred Dollars (\$4,500.00) per month. Two additional one-year term renewals will be available by mutual consent.**

This Amendment forms part of said Agreement; all other Terms and Conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

For and on behalf of  
Wichita Airport Authority

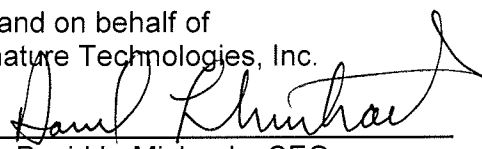
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Law Department: \_\_\_\_\_

Attest By: \_\_\_\_\_

For and on behalf of  
Signature Technologies, Inc.

  
Title: David L. Michaels, CEO

Date: 4/29/2011